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University of Michigan Regents and American Federation of State, County and Municipal Employees, Local 1583 (1981)

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University of Michigan Regents and American Federation of State, County and Municipal Employees, Local 1583 (1981)

Keywords

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Comments

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AGREEMENT

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between

THE REGENTS OF THE UNIVERSITY
OF MICHIGAN



and



AFSCME LOCAL - 1583
AFFILIATED WITH COUNCIL NO. 25

of the

AMERICAN FEDERATION of STATE,
COUNTY, and MUNICIPAL EMPLOYEES, AFL-CIO

Executed May 19, 1981

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1 The Regents of The University of Michigan, hereinafter called the "University" or the "Employer", and AFSCME, Local 1583, hereinafter called the "Union", enter into the following agreement, this 19th day of May, 1981 which amends the collective bargaining agreement executed on April 9, 1979 and which collective bargaining agreement, as amended and fully bargained, settles and contains all matters with respect to wages, benefits, hours and other terms and conditions of employment for the term of the agreement.

ARTICLE I
RECOGNITION AND DEFINITIONS

SECTION A. DESCRIPTION OF UNIT

- 2 Pursuant to and in conformity with the Certification issued by the Michigan Labor Mediation Board on May 3, 1968, in Case No. R67 I-308, the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and all other conditions of employment for all employees in the following described bargaining unit:
- 3 All service-maintenance employees at all facilities of the University of Michigan, excluding temporary employees, student employees, professional employees, security officers, traffic enforcement officers, barbers, technical employees, supervisors, administrative staff and all employees in Unit A and Unit B found to be appropriate in Michigan Labor Mediation Board Case Number R65 H-25 and R65 H-28, decided September 27, 1967.

SECTION B. DEFINITIONS

- 4 1. The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in Section A.
- 5 2. The term "temporary employee" shall mean any individual, or individuals, whose employment is fixed at the time of employment to not exceed three (3) consecutive months, and will not exceed three (3) consecutive months without the consent of the Union, and is for the purpose of meeting staffing shortages, staffing short-term projects and relieving for employee absences or is irregular and casual except that the employment of any such individual during the month of May or June shall not exceed September 30 without the consent of the Union.
- 6 3. The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.

- 7 4. The term "part-time employee" shall mean any employee whose normal schedule of work is less than forty (40) hours per calendar week.
- 8 5. The term "student employee" shall mean any individual, or individuals, (1) enrolled in the University and whose normal schedule of work is less than thirty (30) hours per calendar week or (2) pursuing a University educational program for which services related to that educational program are rendered.
- 9 It is understood that such an individual's status as a "student employee" will not be affected, though not enrolled, when working on a full-time basis during the following periods:
- a. between consecutive terms;
 - b. during the Spring-Summer term (May-August).

ARTICLE II

MANAGEMENT RIGHTS

- 10 All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE III

NO-INTERFERENCE AND NO-LOCKOUT GUARANTEE

SECTION A. NO-INTERFERENCE

- 11 The Union, and its officials, will not cause, support, condone, or take part in any interference with the operations of the University, nor will any employee or employees cause, support, or take part in any interference with the operations of the University during the term of this Agreement.

SECTION B. NO-LOCKOUT

- 12 The University shall not conduct a lockout of its employees during the term of this Agreement.

ARTICLE IV

NON-DISCRIMINATION

SECTION A.

- 13 The University and the Union agree that there will be no discrimination in the application of this Agreement because of race, creed, color, national origin, age or sex.
- 14 Nothing in this Section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

SECTION B.

- 15 The University, in accordance with Michigan Public Act 379 of 1965, and as it may be amended from time to time, will not aid, promote, or finance any labor organization for the purpose of undermining the Union.

SECTION C.

- 16 The University shall not discriminate against, intimidate, restrain or coerce any employee because of or with respect to his/her lawful union activity or his/her membership or non-membership in the Union.

ARTICLE V
UNION SECURITY

SECTION A.

- 17 During the life of this Agreement and to the extent the laws of the State of Michigan permit:
- 18 1. Every individual who becomes an employee after the execution date of this agreement and in the month following thirty (30) calendar days employment in the bargaining unit, shall tender to the Union, as a condition of continued employment, either the uniformly required initiation fee or in the alternative an amount equivalent to the uniformly required initiation fee as a processing fee.
- 19 2. Every employee, beginning with the month following thirty (30) calendar days employment in the bargaining unit, and every month thereafter, shall tender to the Union, as a condition of continued employment, either uniformly required union dues, or in the alternative, an amount equivalent to uniformly required union dues as a service charge.

SECTION B.

- 20 No employee shall be terminated under Section A. of this Article unless:
- 21 1. The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering either the uniformly required initiation fee or processing fee and/or either uniformly required union dues or an amount equivalent to uniformly required union dues, and specifying the current amount of such delinquency, and warning him/her that unless such initiation fee or processing fee and/or dues or service charge are tendered within thirty (30) calendar days he/she will be reported to the University for termination as provided in this Article, and

- 22 2. The Union has furnished the University with written proof that the procedure of Section B. 1. of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the University to terminate the employee, the following by written notice:
- 23 "The Union certifies that _____ has failed to tender either uniformly required initiation fee or processing fee and/or uniformly required union dues or service charge required as a condition of continued employment under the collective bargaining agreement and that under the terms of the agreement, the University shall terminate the employee."

SECTION C.

- 24 The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.
- 25 To assist new employees, including other University staff members placed in the bargaining unit, with their obligation under this Article, the University will advise them of this obligation in writing, provide them with a Voluntary Authorization for Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge form and the address of the Union's headquarters.

ARTICLE VI

INITIATION FEE OR PROCESSING FEE DUES OR SERVICE CHARGE CHECKOFF

- 26 During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University will deduct an initiation fee or processing fee and current and periodic Union dues or service charge based upon a uniform dues and initiation fee schedule from the pay of each employee who voluntarily executes and delivers to the University the following authorization form:

- 27 VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF INITIATION FEE OR PROCESSING FEE AND
UNION DUES OR SERVICE CHARGE

Local 1583, AFSCME

Name _____
(type or print)

Social Security No. _____

Department _____

- 28 I authorize the University to deduct from wages earned or to be earned by me an initial Initiation Fee ____ or Processing Fee ____ and Union Dues ____ or Service Charge ____ (check one) as certified to the University by the Secretary of the Union, and to remit the same to the Union at such time and in such manner as may be agreed upon between the University and the Union.

- 29 This authorization and direction shall remain in effect during the period of this Agreement, and unless revoked in writing by me at least thirty (30) calendar days prior to the termination date of the collective agreement between the University and the Union which is in force at the time of delivery of this authorization, such authorization and direction shall be automatically renewed for the period of each succeeding applicable collective agreement between the University and the Union unless revoked in writing by me at least thirty (30) calendar days prior to the termination date of each applicable collective agreement between the University and the Union. This authorization and direction shall be automatically revoked upon my termination of employment with the University.

(Signature of Employee)

(Address of Employee)

Date of Signing

Date of Delivery to University

- 30 The following certification form shall be used by the Union when certifying initiation fee or processing fee and membership dues or service charge:

CERTIFICATION OF SECRETARY OF UNION

- 31 I certify that the membership dues or service charge for employees in the bargaining unit is _____ per _____ and that the initiation fee or processing fee is \$____.

Date _____ Signature _____

Secretary of Union

Date of Delivery to University _____

- 32 Payroll deductions shall be made only from the pay due employees for each bi-weekly pay period; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge" and (2) the amount of the initiation fee or processing fee and membership dues or service charge certified by the Secretary of the Union has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last day of a bi-weekly pay period. Changes in the amount of the initiation fee or processing fee and membership dues or service charge also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last day of a bi-weekly pay period before the change will become effective.
- 33 An employee may revoke his/her "Voluntary Authorization For Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge" only as provided by the terms of his/her voluntary authorization.
- 34 All sums deducted by the University shall be remitted to the Secretary of the Union at an address given to the University by the Union, once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The University will also notify the Union of the name of each employee who revokes his/her "Voluntary Authorization For Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge".
- 35 The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE VII

BULLETIN BOARDS

- 36 The University shall provide the Union with space on not less than seventy-five (75), unless the parties mutually agree to a different number, glass enclosed, lockable bulletin boards. The Union will be furnished with one (1) key for each board and a list of locations. The location of any board which is to be changed shall be by mutual agreement of the parties. The Union's exclusive space on these boards shall be thirty six (36) inches by forty two (42) inches which shall be for the purpose of posting union notices.

Any material posted must be authorized by the Union and designated as an official Union publication. Such notices may be posted by the day shift steward, or the alternate steward if the steward is absent from work in his/her district. If a vacancy occurs in both the steward and alternate steward appointments in a steward district, the Bargaining Chairperson may designate an employee from the district of the vacancy to post the notices after informing the University Personnel Office. Although not limited to the following notices, they shall be of that type:

- 37
1. Recreational and social events of the Union;
 2. Union meetings;
 3. Union elections, appointments;
 4. Results of Union elections;
 5. General communication relevant to the Union's role as a collective bargaining agent.

- 38 It is understood that such notices shall not be derogatory or inflammatory.

- 39 In the event a dispute arises concerning the appropriateness of material posted, the Chairperson of the Bargaining Committee will be advised by the University Personnel Office of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

ARTICLE VIII
WORK SCHEDULES

SECTION A. SCHEDULE OF WORK

- 40 Each full-time employee, unless he/she is specifically designated as having a special schedule, shall have a regular schedule of work which shall consist of the following:
- 41 1. Five (5) consecutive work days of eight (8) hours each, excluding the lunch period provided in Section B., if non-paid, followed by two (2) consecutive days off; and
- 42 2. Starting times which do not vary from earliest to latest, by more than four (4) hours. The first work day of a regular schedule of work may begin on any calendar day.
- 43 "Special Schedule" means a schedule of work other than a regular schedule of work for which no notice of assignment for an entire calendar week need be given. This Section shall not be construed as and is not a guarantee of any hours of work per day or calendar week.

SECTION B. LUNCH PERIODS

- 44 Lunch periods shall be scheduled as to time and duration by the University. Lunch periods of thirty (30) consecutive minutes or more shall be non-paid. Paid lunch periods shall not exceed twenty (20) minutes. If an employee has already started his/her non-paid lunch period as scheduled for a work day and he/she is directed to, and does, return to work before the end of thirty (30) consecutive minutes, he/she shall be paid for the time not worked prior to returning to work. Thereafter, the non-paid lunch period need not be rescheduled.

SECTION C.

- 45 A full-time employee's assignment to a regular schedule of work will reoccur from calendar week to calendar week, while such a schedule exists and within the starting time variation permitted by Section A. for a minimum of twelve (12) calendar weeks. Such an employee will be given four (4) calendar days notice of his/her assigned schedule of work for the entire calendar week.

- 46 Changes in such an employee's assigned regular schedule of work will not be made from one calendar week to the next, except for employee absences and variations in the regular amount of work which were known prior to the required four (4) days notice of his/her assigned schedule.
- 47 Changes in such an employee's assigned regular schedule of work will not be made during the calendar week, except for employee absences and unforeseen variations in the regular amount of work.
- 48 If a change in an assigned regular schedule of work is made as provided by this Section, the employee with the least seniority who is assigned to the same classification and schedule in the same department, or sub-division of a department such as a building, a separate geographic location or patient care unit, will be changed, but not more than two (2) consecutive times, providing the change would not adversely affect the operation of the University. If, however, an employee with more seniority requests the change, that employee will be changed.
- 49 If there are further changes, this procedure will be followed in reverse order of seniority until all employees have been changed. Thereafter, if necessary the procedure will be repeated.
- 50 In any case, a change in such an employee's assigned regular schedule of work will not be considered a violation of this Article when it results from the application of any other provisions of this Agreement or to maintain full-time employment.
- 51 Notwithstanding the minimum twelve (12) calendar week provision provided by this Section, the University may rotate the shifts and days off of full-time employees within a department or a subdivision of a department such as a building, a separate geographic location or patient care unit as the case may be, but not more often than once every twelve (12) calendar weeks.
- 52 Notwithstanding the schedule changes permitted by this Section, no chief steward, steward nor alternate steward shall be subject to such changes, as long as his/her assigned regular schedule of work continues to exist. If another schedule of work for the same classification in his/her area of representation exists and starts within two (2) hours of his/her assigned regular schedule of work, he/she shall be assigned to that schedule, replacing the employee with the least seniority whose work he/she has the ability to perform. The replaced employee shall then have his/her schedule changed.

53 Notwithstanding the provisions of Section A. of this Article, an employee's regularly assigned five (5) consecutive work days need not be followed by two (2) days off as a result of a regular schedule of work change as provided by this Section.

54 Notwithstanding any provisions of the Agreement to the contrary, an employee may be assigned to any regular schedule of work for the purposes of job orientation or a training program. It is understood that as soon as the orientation or training program is completed, the employee will be assigned to a schedule to which his/her seniority entitles him/her.

SECTION D.

55 There shall be a rest period which shall be taken at a time and place and in a manner which does not interfere with the efficiency of the department. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as accumulative if not taken.

SECTION E.

56 An employee who needs time to wash because of the nature and conditions of his/her job, will be excused by his/her supervisor to use necessary time, not to exceed ten (10) minutes, to wash before the end of his/her working period.

ARTICLE IX

CLASSIFICATIONS AND WAGES

SECTION A. WAGE SCHEDULE

57 Wages shall be paid in accordance with the wage schedules as set forth in Appendix A.

58 The pay grade assigned to each existing classification and the pay grade assigned to each new or changed classification shall remain in effect and as assigned during the term of this Agreement unless the job content of a classification is significantly changed.

SECTION B. NEW OR CHANGED CLASSIFICATIONS

- 59 In the event a new classification is established or an existing classification is changed, the University shall assign it to an existing pay grade in the wage schedule on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications which have a job content sufficiently similar or dissimilar in nature to provide a practical comparison.

SECTION C. PROCEDURE FOR ASSIGNMENT OF A NEW OR CHANGED CLASSIFICATION TO A PAY GRADE IN THE WAGE SCHEDULE

- 60 The following procedure will be followed whenever a new or changed classification is assigned to a pay grade as provided in Section B.
- 61 1. The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.
- 62 2. Upon receipt of the University's description, the President of the Union, or his/her designated representative, and not more than two (2) others from Council 25 and the International Union, with a representative of the University shall be afforded an opportunity to meet to discuss the new or changed classification and the assignment to a pay grade.
- 63 3. If there is a disagreement with the assignment to a pay grade, a grievance concerning compliance with Section B. of the Article may be processed through the Grievance and Arbitration Procedures, provided it is submitted in writing at Step Three of the Grievance Procedure within seven (7) calendar days after the Union is afforded the opportunity to discuss the matter with the University. If such a grievance is processed through the Arbitration Procedure, the arbitrator shall have no power or authority to establish or change any wage, but only to determine whether assignment to a pay grade has been made in accordance with Section B. of this Article.

ARTICLE X

OVERTIME

SECTION A. OVERTIME PREMIUM

64 An overtime premium of one-half the employee's hourly rate and shift premium or special premium, if applicable, will be paid for time paid as follows:

- 65 1. In excess of eight (8) hours in a day;
2. In excess of forty (40) hours in a calendar week;
3. During scheduled time off for a full-time employee on a regular schedule of work who has fully worked each of his/her scheduled work days in the calendar week except as such scheduled time off may be changed as provided in Section C. of Article VIII.

66 In calculating the eight (8) and forty (40) hours to determine when the overtime premium is payable, (1) time when actual work is performed and (2) time off work for which pay is received pursuant to Article XXII (Sick Pay), Article XXV (Vacation Time Pay), Article XXVI (Funeral Leave Pay) and Article XXIII (Holiday Pay), except paid time for a holiday which falls on an employee's scheduled day off, and (3) time off work pursuant to Article XXVII (Jury and Witness Service) will be counted.

SECTION B. PYRAMIDING

67 Overtime premium shall not be pyramided, compounded or paid twice for the same time paid.

SECTION C. SCHEDULING

68 In general overtime work shall be voluntary, provided, however, when at least forty-eight (48) hours advance notice of an overtime assignment is given, or when circumstances do not permit advance notice, an employee will be expected to work unless sufficient other employees capable of doing the work are available, in which case an employee who does not wish to work will be excused from overtime.

SECTION D. DISTRIBUTION

69 Overtime within a unit of distribution shall be distributed as equitably as practicable among employees assigned to the same unit of distribution who are qualified to perform the overtime assignment. Whenever practicable, such overtime shall be distributed in the following order of priority:

- 70 1. Employee(s) within the unit of distribution, within the classification(s) of the assignment shall be offered the overtime first, starting with the employee with the least number of hours on the overtime log;
- 71 2. Other employee(s) within the unit of distribution, starting with the employee with the least number of hours on the overtime log.
- 72 In this connection, the University need not call in an employee to work rather than extend the shift of an employee already at work nor assign or call in an employee to work who has provided the University with a written statement that he/she does not wish to work overtime. Such a statement will be effective until withdrawn in writing by the employee. Nothing herein, however, shall prohibit the University from assigning or calling in such an employee to work if sufficient other employees capable of doing the work are not available.
- 73 New employees, employees returning from a leave of absence or layoff, employees transferred into a new unit of distribution or into another classification in the same unit of distribution, and employees withdrawing the written statement expressing the wish not to work overtime will be charged with the highest number of overtime hours then worked by any employee in the same classification in the unit of distribution. An employee who is continuously absent from work for one (1) month or more, for whatever the reason except as provided above, shall be charged for overtime in the same amount as the employee who was next lowest on the overtime record at the time his/her absence began, except he/she shall not be charged for any overtime charged to that employee during the first month of his/her absence.
- 74 Employees who work overtime or who are assigned overtime and do not work, whether excused or not, shall be charged for the overtime worked or offered for the purposes of equitably distributing overtime. Any unequitable distribution will be rectified in the future scheduling of overtime. An overtime record shall be maintained for each unit of distribution and posted within seventy-two (72) hours after any overtime is worked. Overtime assigned and not worked, whether excused or not, shall be color coded in red when posted. Overtime worked shall be posted in a contrasting color.

SECTION E. DEFINITIONS

- 75 For the purposes of this Article and the computation of overtime premium the following definitions shall apply:
- 76 1. "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each work day.
- 77 2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.
- 78 3. "Unit of Distribution" means either a department or a building or other separate geographic location even though employees are working in the same department.

ARTICLE XI

SHIFT PREMIUM

- 79 A shift premium of twenty cents (20¢) per hour worked shall be paid to any employee who is scheduled to start work on or after 12 noon and before 8:00 p.m. Starting times within this period of time shall be known as the afternoon shift.
- 80 A shift premium of thirty cents (30¢) per hour worked shall be paid to any employee who is scheduled to start work on or after 8:00 p.m. and before 4:00 a.m. Starting times within this period of time shall be known as the evening shift.
- 81 An employee who works beyond his/her scheduled hours shall continue to receive the shift premium, if any, if he/she works an additional full eight (8) hour shift, he/she shall be paid the shift premium for that shift, or the shift premium for his/her first eight (8) hours, whichever premium is greater.
- 82 If an employee's schedule of work is divided by a period of time exceeding one (1) hour (split shift), the second segment will be considered a starting time for determining shift premium.
- 83 A premium of thirty cents (30¢) per hour shall be paid to an employee during the period of time he/she is assigned to a special schedule and subject to schedule changes without notice. When an employee receives this premium, he/she shall not receive a shift premium.

ARTICLE XII
CALL BACK PAY

- 84 An employee who returns to work because of a call made after he/she has left the University premises upon completion of his/her assigned schedule of work shall receive the overtime premium as set forth in Section A. of Article X for the time worked, or a minimum of four (4) hours pay at his/her hourly rate, and shift or special schedule premium, if applicable, whichever amount is greater. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously, except for a lunch break, into their shift, provided the University permits him/her to work his/her assigned schedule of work for that day. To the extent an employee is paid the overtime premium pursuant to this Article, he/she shall not be paid an overtime premium under Section A. of Article X for the same time worked.

ARTICLE XIII
REPORTING PAY

- 85 A full-time employee who reports to work at his/her scheduled starting time when he/she has not been notified that no work is available shall be paid his/her hourly rate, plus shift premium or special schedule premium, if applicable, for not more than four (4) hours for any portion of the four (4) hour period during which no work is offered by the University. Such payment will not be payable if no work is available because of conditions beyond the control of the University such as fire, flood, tornado, power failure, labor dispute and student disruption, or if the employee fails to receive notice not to report through his/her own fault, such as absence or failure to provide a correct address or telephone number.

ARTICLE XIV

ON-CALL PAY

86 Each employee specifically designated as in an "on-call" status shall be paid twenty percent (20%) of the job rate for his/her classification for hours spent in that status. Employees, when designated for on-call status, are required to restrict their whereabouts to the extent that they are required to leave word at their home or with their supervisor where they can be reached and be in a position to return to work immediately when called. Upon return to work, such employees are not eligible for call back or reporting pay, as provided in Articles XII and XIII, nor for on-call pay while at work, but shall be paid their regular hourly rate, plus shift premium or special schedule premium, if applicable, or the overtime premium as set forth in Section A. of Article X, if applicable, for actual work performed. Time spent in an on-call status shall not be counted in calculating time worked for determining when an overtime premium shall be paid.

ARTICLE XV

RATES OF PAY ON TRANSFER

- 87 1. Except for transfers on a temporary basis,
- 88 a. An employee with seniority who is transferred shall be paid the job rate for the classification to which he/she is transferred, and
- 89 b. A probationary employee who is transferred shall be paid the probationary rate for the classification to which he/she is transferred.
- 90 2. An employee who is transferred on a temporary basis to a classification in a lower pay grade shall have his/her hourly rate maintained.
- 91 3. An employee who is transferred on a temporary basis to a classification in a higher pay grade for fifty percent (50%) or four (4) hours of his/her assigned schedule of work on any day of work shall be paid, dependent upon his/her employment status, either the job rate or the probationary rate for that classification for all hours worked during his/her shift.

ARTICLE XVI

SENIORITY DEFINITION AND LOSS OF SENIORITY

SECTION A. DEFINITIONS

- 92 For the purposes of this Agreement, the following definitions
shall apply:
- 93 1. "Seniority" means uninterrupted employment with the
University beginning with the latest date of hiring with the
University and shall include periods of University
employment outside the bargaining unit, layoffs and other
periods of absence authorized by and consistent with this
Agreement.

SECTION B. LOSS OF SENIORITY

- 94 An employee shall lose his/her seniority and no longer be an
employee if:
- 95 1. He/she resigns or quits;
- 96 2. He/she is discharged (unless reversed through the Grievance
or Arbitration Procedure);
- 97 3. He/she retires;
- 98 4. He/she does not return to work from layoff within seven (7)
calendar days after being notified to return by certified or
registered mail or by telegram addressed to the employee at
his/her last address filed with the University Personnel
Office and the Union president, or his/her designated
representative, has been notified in writing of that fact,
except when the failure to return to work is due to
circumstances beyond the control of the employee and the
University has been so notified;
- 99 5. He/she has been on layoff for a period of time equal to
his/her seniority at the time of his/her layoff or two (2)
years, whichever is greater; or

100 6. He/she is absent from work for three (3) consecutive days without notifying the University, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the University shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. In addition, the Chairperson of the Bargaining Committee, or his/her designated representative, shall be notified in writing of that fact.

101 A grievance involving compliance with this Section shall begin at Step Three of the grievance procedure, and may be processed through the Grievance and Arbitration Procedures by the Union only for an employee who has lost his/her status as an employee and his/her seniority, provided it is submitted in writing at Step Three of the grievance procedure within seventy-two (72) hours after facts have occurred giving rise to his/her grievance, except that in the event of employment termination as provided in paragraph 98 or 100 a grievance may be submitted, provided it is submitted in writing within seventy-two (72) hours after the Chairperson of the Bargaining Committee, or his/her designated representative, has received written notification of the termination.

SECTION C. REINSTATEMENT

101a If an employee resigns or quits, and subsequently is rehired by the University, within twelve (12) months of the termination of their previous employment, their original seniority date will be restored upon completion of three (3) consecutive years of employment, excluding time on leave of absence.

ARTICLE XVII

EMPLOYEE AND ADDRESS LISTS

SECTION A. EMPLOYEE LISTS

102 The University shall prepare and maintain a list which shall show the names alphabetically and the classification title, department number, pay grade, hourly rate and seniority date of all employees. The Union (Local 1583) shall be given two copies and Council 25 one copy of the list within thirty (30) calendar days after the date of this Agreement, and thereafter a current list monthly.

103 A departmental seniority list, including the same information, shall be maintained by each department. This list shall be available for inspection by the employee or his/her steward.

104 These lists shall be deemed correct as to an employee's seniority date unless the employee, or the steward for the employee, notifies the University to the contrary in writing after a list is given to the Union.

SECTION B. ADDRESS LISTS

105 Monthly the University shall give to the Union (Local 1583) two copies and Council 25 one copy of a list of employees together with their most current addresses as they appear on the records of the University. The Union (Local 1583) and Council 25 shall retain such information in confidence and disclose it only to those officials of the Union whose union duties require them to have such information.

SECTION C. HIRE, TERMINATION AND LEAVES OF ABSENCE LISTS

106 The University, on a monthly basis, shall give to the Union (Local 1583) one copy of each of the following: (1) list of employees hired during the previous calendar month, (2) list of employees terminated, for whatever the reason, during the previous calendar month, (3) employees on a leave of absence and (4) employees who are on the active payroll lists but not on the dues deduction register for the month. In addition to names, these listings shall include the same information provided on the seniority list.

SECTION D. TEMPORARY EMPLOYEES LIST

107 The University, on a monthly basis, shall give to the Union (Local 1583) one copy of a list of temporary employees performing substantially the same work as employees in this bargaining unit, together with their classification title, department number, and the number of hours worked each bi-weekly pay period. The list shall include current available information with hours of work for the six (6) most recent consecutive pay periods.

ARTICLE XVIII

PROBATIONARY EMPLOYEES

108 An employee is a "probationary employee" for his/her first three (3) months of employment.

- 109 A temporary employee who becomes an employee in the same department in which he/she was performing substantially the same work as a temporary employee for any continuous period immediately preceding the date he/she became an employee, will have that continuous period counted towards completion of his/her probationary period.
- 110 No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Chairperson of the Bargaining Committee, however, the University through a designated representative, shall discuss the termination of the probationary employee with the Chairperson, provided the request is made within seventy-two (72) hours following the termination.
- 111 A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period will acquire seniority from the date he/she began his/her continuous period of temporary employment. In the event this period of continuous temporary employment exceeds the limits set forth in Article I (ref. par. 4) without consent of the Union, the employee will also be provided sick and vacation accruals as provided in Article XXII and Article XXIV from the date that he/she began that continuous period of temporary employment.

ARTICLE XIX

REDUCTION OF THE WORKING FORCE AND RECALL PROCEDURES

SECTION A. PROCEDURE FOR THE REDUCTION OF THE WORKING FORCE

- 112 1. When employees are removed from a classification within a department for the purpose of reducing the working force in that classification in that department, the employees with the least seniority in the affected classification in that department shall be removed first, provided that the employees remaining in the classification have the ability to perform the work available.

- 113 2. A removed employee shall be transferred, conditioned upon
ability to perform the work available, in the following order
of priority:
- 114 a. To a vacancy, if any, in the same classification in
another department;
- 115 b. To a vacancy, if any, in another classification in the
same pay grade within the department;
- 116 c. To a vacancy, if any, in another classification in the
same pay grade in another department;
- 117 d. To replace an employee with less seniority, if any, in
the same classification in another department;
- 118 e. To replace an employee with less seniority, if any, in
another classification in the same pay grade within the
department;
- 119 f. To replace an employee with less seniority, if any, in
another classification in the same pay grade in another
department;
- 120 g. To a vacancy, if any, in a classification assigned to the
next lower pay grade within the department;
- 121 h. To a vacancy, if any, in a classification assigned to the
next lower pay grade in another department;
- 122 i. To replace an employee with less seniority, if any, in a
classification assigned to the next lower pay grade
within the department;
- 123 j. To replace an employee with less seniority, if any, in a
classification assigned to the next lower pay grade in
another department.
- 124 3. A removed employee not transferred as provided in 2. above
shall have the procedure set forth in 2. g, h, i, and j above
applied to classifications assigned to each succeeding next
lower pay grade until he/she is transferred or laid off.
- 125 4. The procedure set forth in 2. and 3. above shall be applied
for an employee who is replaced as a result of the
application of the above procedures until he/she is
transferred or laid off.
- 126 5. In applying the procedures set forth in 2., 3., and 4. above, a
removed or replaced full-time employee shall be transferred
to another full-time position. A removed or replaced part-
time employee shall be transferred to either a full-time or
part-time position.

- 127 6. In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.
- 128 7. In the event that a temporary employee is employed in a department, an employee, including a probationary employee unless he/she is terminated, who is to be removed from that department shall have the option of replacing the temporary employee, conditioned upon ability to perform the work available. An employee exercising this option does not become a temporary employee.

SECTION B. PROCEDURE FOR RECALL

- 129 An employee with seniority who has been laid off or transferred as a result of a reduction of the working force shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for reduction of the working force.

SECTION C. SENIORITY PREFERENCE

- 130 For the purposes of this Article, the executive officers of the Union, the bargaining committee, chief stewards, stewards and alternate stewards shall have seniority preference over all the employees they represent, conditioned upon ability to perform the work available, provided, however, that in the application of subparagraph 2. of Section A., each priority shall include the following provision: "providing the department includes employees, or a vacancy for employees, represented".

SECTION D. TEMPORARY LAYOFFS

- 131 In the event employees with seniority are laid off because of a temporary discontinuance of operations, or any portion thereof, caused by the academic calendar or conditions not immediately correctable by the University, temporary adjustments in the work force can be made without application of the Reduction of the Working Force or Recall Procedures. The Union will be notified of such temporary adjustments. If such temporary adjustments continue for more than five (5) work days, the Union can request the University to apply the reduction of the working force procedure and the University will do so within the following five (5) work days.

SECTION E. NOTICE TO UNION AND LIABILITY

- 132 Names of employees removed from a classification, given the option of remaining in the part-time position, or laid off in a reduction of the working force and recalled to work shall be given to the Union office in writing. A grievance alleging a violation of the reduction of the working force or recall procedures may be processed through Grievance and Arbitration Procedures, provided it is submitted in writing at Step Three within seventy-two (72) hours after the Union receives notification of a removal, a part-time option, or layoff or a recall to work.

SECTION F. DEFINITION

- 133 For the purposes of this Article "ability to perform the work" means present skills and basic knowledge and physical fitness, within the knowledge of the University from its records or as otherwise made known to the University, to competently perform the full range of duties of the position in question.

SECTION G. PROCEDURE FOR THE REDUCTION OF HOURS

- 134 In the event the hours of work of a full-time employee with seniority are reduced to part-time for more than ten (10) work days, that employee shall have the option of remaining in the part-time position. If that option is not selected, the full-time employee with the least seniority in that classification in that department, provided that the employees remaining in the classification have the ability to perform the work available, shall have the option of remaining in the department in the part-time position, or be transferred, conditioned upon ability to perform the work available, in accordance with the procedures set forth in subparagraphs 2. through 6. of Section A.

ARTICLE XX

PROMOTIONS AND OTHER TRANSFERS

SECTION A. DEFINITIONS

- 135 1. Promotion - A "promotion" is defined as the transfer of an employee to a regular job opening in a classification assigned to a higher pay grade.

- 136 2. Regular Job Opening - Except during the months of May and June, a "regular job opening" is a position which is expected to be filled for more than three (3) consecutive months. In the event that a position which was not expected to be filled for more than three (3) consecutive months is still filled after three (3) consecutive months, that position, upon request of the Union will become a "regular job opening" subject to the provisions of this Article for the balance of the need for it to be filled. The University will notify the Chairperson of the Bargaining Committee if the position is still filled after three (3) consecutive months. During the months of May and June, the consecutive months shall be four (4) rather than three (3).
- 137 3. Necessary qualifications - "Necessary qualifications" means that the records of the University or other knowledge made known to the University indicates the reasonable certainty that the employee will be able to perform competently the full range of duties of the regular job opening within a reasonable period of time.

SECTION B. POSITION AND SHIFT CHANGES WITHIN A DEPARTMENT

- 138 1. An employee who wishes to change from one position to another position or from one shift to another shift within his/her own classification and department, shall fill out a "Request for Transfer" form supplied by the University identifying either a specific position or the location and/or days off and the range of starting times and file it with the department at a place designated by the department. The employee and the Union office will receive a copy of the filled out "Request for Transfer" form.
- 139 2. After making position or shift transfers among employees within a subdivision of a department such as a building, a separate geographic location or patient care unit as the case may be and prior to posting, all requests for position or shift transfer which have been on file for at least thirty (30) calendar days at the time a regular job opening occurs shall be considered by the University for that regular job opening. If an employee has filed more than one "Request for Transfer", only the two (2) most recently dated requests must be considered by the University in making transfers. (See reference paragraph 449).

- 140 3. Among the employees considered, employees will be offered the position in accordance with seniority and in such a manner as will not adversely affect the operation of the University. The Chairperson of the Bargaining Committee, or his/her designated representative, will receive written notification where such an offer would adversely affect the operation of the University.

SECTION C. PROMOTIONS WITHIN A CLASSIFICATION SERIES
EXISTING EXCLUSIVELY WITHIN A DEPARTMENT

- 141 In making a promotion or transfer within a classification series which exists exclusively within a department, the employee with the most seniority who has the necessary qualifications will be given the promotion or transfer when the classification is assigned to pay grade 2 through 6. When the classification is assigned to pay grade 7 or above, qualifications shall be the determining factor, except that among those with equal qualifications, seniority shall control.
- 141a In addition, and if as a result of reorganization within a department, or subdivision of a department, a different complement of classifications exists within the department, any position assigned to a new or additional existing classification within a classification series, will be subject to the provisions of this Section.
- 142 If a promotion or transfer is made under this section, the seniority of employees shall be applied in the following order of preference: first - employees within a classification series from another classification(s) in the same pay grade; second - employees within a classification series from the classification(s) in the next lower pay grade; third - employees within a classification series from the classification(s) in each next succeeding lower pay grade.
- 143 The name of the employee who was promoted, together with his/her classification title and seniority date will be sent to the Union office.
- 144 For the purposes of this Article, the classifications in each series are set forth in Appendix E. From time to time, and after discussing the matter with the Union, the classifications assigned to the series may be changed by mutual agreement.

SECTION D. PROMOTIONS AND TRANSFERS - POSTING AND BIDDING PROCEDURE

145 If a regular job opening is not filled from within a department or in another manner consistent with the terms of this Agreement, the regular job opening, except for openings in pay grade 1 and openings which are filled by offering the opening to employees in seniority order through the first three orders of preference set forth below, will be posted throughout a posting area as set forth in Appendix E. for five (5) calendar days. When the opening is filled, the employee with the most seniority among the bidders in the posting area who has the necessary qualifications will be given the promotion or transfer when the classification is assigned to pay grade 2 through 6. When the classification is assigned to pay grade 7 or above, qualifications shall be the determining factor, except that among those with equal qualifications seniority shall control. When the opening is filled under this Section, the seniority of employees shall be applied in the following order of preference: first - bidders within a classification series from the same or another classification in the same pay grade; second - bidders within a classification series from the classification(s) in the next lower pay grade; third - bidders within a classification series from the classification(s) in each next succeeding lower pay grade; fourth - other bidders.

146 However, no employee shall be promoted or transferred into a department or unit under the supervision of a relative. For purposes of this article, relative means an employee's spouse, or the son, daughter, parent, grandparent, brother, sister, grandchildren (or the spouse of any of them), of either the employee or his/her spouse, or of any other related person living in the employee's household.

SECTION E. GENERAL PROVISIONS

147 When a regular job opening is posted in accordance with Section D., the posting will note the classification, the pay grade, the department and the starting time. In addition, and in order to help an employee determine whether or not the employee should bid, the posting will set forth qualifications that the employee might not otherwise be aware of, and which the employee must have in order to be considered. A copy of the posting will be sent to the Union office. The University shall include a sequential numbering system on all job postings.

148 During any period in which employees are being considered for promotion or transfer and during any posting period, the regular job opening may be filled by anyone on a temporary basis.

- 149 At the time a bid is received by the supervisor or the Personnel Office, it will be dated and a copy returned to the employee. Only bids providing all requested information and received by the University within the posting period by the employee's supervisor or at a University Personnel office will be considered by the University prior to making a promotion or transfer. Once a regular job opening is posted, other methods of filling a regular job opening shall not be used until all bidders are considered in accordance with the standard set forth in Section D.
- 150 An employee who does not provide all requested information or deliberately falsifies information on the bid form may be disqualified.
- 151 Any bidder must be at work or otherwise available following the closing date of the bid and during the period when bidders are being considered. If a bidder is not at work or otherwise available to be considered, the bidder may be disqualified.
- 152 An employee who has received a disciplinary layoff related to attendance within the twelve (12) month period prior to the date the University begins considering employees for a promotion or transfer may be disqualified by the Personnel Office. However, prior to such action, the University through a designated representative, shall discuss the matter with the employee and the Bargaining Chairperson or his/her designated representative.
- 153 An employee who is promoted or transferred to another classification will be given a reasonable period, but not to exceed one (1) month, to demonstrate in actual performance whether he/she has the ability to perform the work. If he/she does not have the ability to perform the work, he/she shall be returned to the classification from which he/she was promoted or transferred and given a written notice of reason. A copy of this notice will be sent to the employee's chief steward and to the Union office.
- 154 If the employee requests within the one (1) month period following a promotion or transfer from another classification, he/she shall be returned to a regular job opening in the classification from which he/she was promoted or transferred, but in any event, he/she shall be returned within the one (1) month period following his/her request. If there is no regular job opening in the classification from which the employee was promoted or transferred, the employee will be returned to any other regular job opening in the same pay grade for which the employee has the necessary qualifications. If no such regular job opening exists, the employee will be returned to a classification in the same pay grade consistent with seniority and ability to perform the work. An employee affected by such a return shall be placed or laid off in accordance with the provisions of Section A. of Article XIX.

- 155 In the event that an employee is returned to the classification from which he/she was promoted or transferred, the University shall consider the other bidders prior to posting again.
- 156 An employee who has been promoted or transferred, including an employee returned at the employee's request, but not an employee returned by the University because the employee does not have the ability to perform the work, need not be considered by the University for a subsequent transfer or promotion during the six (6) month period following the transfer or promotion, unless the employee is the only bidder who meets the standard set forth in Section D.
- 157 An employee with less than one (1) year of seniority shall not be eligible for transfer to a regular job opening in the same classification in another department nor in any case more often than once in a twelve (12) month period.
- 158 An employee who has bid for a promotion or transfer in accordance with the provisions of Section D. and who has more seniority than the employee selected for promotion or transfer, will be notified in writing within twenty-one (21) days after a person has been selected for the job opening that he/she lacks the qualifications or he/she does not have equal qualifications, as the case may be, together with the name and seniority date of the employee promoted or transferred. A copy of this notification will be sent to the Union Office within twenty-one (21) days after a person has been selected. An employee who has been notified that he/she has not been selected for promotion to a classification assigned to pay grade 7 or above because he/she lacks the qualifications may request an explanation. Upon request the University will inform the employee what is needed to become qualified.
- 159 Should a regular job opening fail to receive any bids for a minimum of three (3) different, but consecutive, posting periods, after written notice to the Union Office, the University may discontinue posting for one (1) year such regular job openings which subsequently occur in that classification, in that department and at that starting time. Thereafter, the University will again post any such regular job openings and the provisions of this paragraph shall be repeated. The Union shall be sent a written notice, on a weekly basis, of all regular job openings for which no bids were received by the University.

160 Simultaneous posting of more than one (1) opening at the same starting time in a classification within the same department shall be considered a single regular job opening for the purposes of this Article.

161 Promotions or other transfers resulting from the application of this Article can be questioned through the Grievance and Arbitration Procedures only by an employee who has more seniority than the employee selected for the promotion or transfer and/or who has a higher order of preference and, if applicable, who has bid prior to the closing date.

162 A grievance concerning compliance with this Article shall begin at Step Three of the Grievance Procedure provided the grievance is submitted in writing within the fifteen (15) calendar day period following the day on which the aggrieved employee had knowledge of the facts giving rise to the employee's grievance.

ARTICLE XXI

RETURN TO UNIT

163 An individual who has performed the type of work now performed by employees in the bargaining unit who is or was in the past transferred out of the unit, but not to another bargaining unit, may be returned by the University to the unit. In such a case the return shall be to a vacancy in the classification from which he/she was transferred, or if none, then to a vacancy in a classification in the same pay grade. If no vacancy exists, the return shall be by replacing the least senior employee in the classification from which he/she was transferred. However, an individual placed in the bargaining unit from another bargaining unit or non-bargaining unit shall not use his/her University seniority date for the purposes of Promotions and Transfers for twelve (12) calendar months. Any employee placed in the bargaining unit from another bargaining unit or non-bargaining unit will be placed in a pay grade 01 position, unless otherwise agreed by the Union and the University, or the placement is to a regular job opening for which no bids were received or for which there were no bidders possessing the necessary qualifications.

ARTICLE XXII

SICKNESS OR INJURY PAY

SECTION A. ELIGIBILITY

164 An employee shall be eligible to receive sickness or injury pay (hereinafter referred to as "sick pay") in accordance with the provisions of this Article when he/she is unable to work because of personal sickness or injury (hereinafter referred to as "absence") and providing he/she meets the requirements of Section E., except no sick pay shall be payable for an inability to work which results or occurs as follows:

- 165
1. Intentionally self-inflicted;
 2. Participating in any criminal act;
 3. Participating in a riot or civil commotion;
 4. Working for an employer other than the University;
 5. Following a termination date that was determined prior to occurrence of the absence.

166 Neither shall any sick pay be payable (1) during a vacation, except when hospitalized or equivalent confinement or (2) during a layoff, leave of absence, or disciplinary layoff or (3) for any other period of time which is not time lost from the full-time employee's regular or special schedule of work or a part-time employee's schedule of work for the calendar week.

SECTION B. HOURS OF SICK PAY PAYABLE

167 The number of hours of sick pay payable to an eligible employee shall be based upon time lost from work, but in no case shall the number of hours payable exceed the maximum number of hours accrued as provided in Section C.

168 All hours of sick pay accrued and all hours of absence, whether or not paid, shall be recorded and to the extent necessary to implement this Article, be available on an individual basis to an employee and the Union.

SECTION C. ACCRUAL

- 169
1. Except as provided in 2. and 3. of this Section, full-time employees accrue hours of sick pay at the rate of eight (8) hours per calendar month.

- 170 2. During the calendar month in which a full-time employee starts or ends employment, or starts or returns from any leave of absence, he/she shall accrue hours of sick pay depending upon the day of the calendar month on which the event occurs as follows:

171	<u>Day of Calendar Month</u>	<u>Start of Employment or Return from Leave of Absence</u>	<u>End of Employment or Start of Leave of Absence</u>
	One through ten	8	none
	Eleven through twenty	4	4
	Twenty-one through end	none	8

- 172 3. Except as provided in 2. above, an employee shall not accrue any hours of sick pay during any leave of absence or during any calendar month in which he/she is absent without pay for fifteen (15) or more work days. During any calendar month in which he/she is absent without pay for less than fifteen (15), but more than seven (7) work days, he/she shall accrue four (4) hours of sick pay.
- 173 4. Part-time employees normally scheduled to work eight (8) or more hours per calendar week accrue hours of sick pay on a basis which is directly proportionate to that accrued by full-time employees. Those normally scheduled to work less than eight (8) hours per calendar week shall not accrue hours of sick pay.
- 174 5. Hours of sick pay accrue and are recorded at the end of each calendar month of employment.
- 175 6. No employee may accrue hours of sick pay in excess of twelve hundred (1,200) hours or if a part-time employee in excess of the appropriate proportionate number of hours.
- 176 7. No employee shall be eligible for sick pay time before it accrues.

SECTION D. DETERMINATION OF SICK PAY

- 177 Except as otherwise limited by this Article, the amount of sick pay payable to an eligible employee shall be determined by multiplying the number of hours, not to exceed eight (8) in a calendar day nor forty (40) in a calendar week, of time lost from work because of the absence times the employee's hourly rate at the time the absence occurs, plus shift or special schedule premium, if applicable; provided, however, in any week in which an employee receives a loss of time Worker's Compensation benefit (including any dependency allowance), the amount of that benefit shall be subtracted from the amount of the sick pay that otherwise would be payable.

SECTION E. NOTICE AND PROOF OF SICKNESS OR INJURY

- 178 No sick pay shall be payable to an employee unless his/her department head is notified of the nature of the sickness or injury and the probable duration thereof as soon as possible, but in no event later than the beginning of his/her shift, except when the failure to notify is due to circumstances beyond the control of the employee.
- 179 In all cases on returning to work an employee claiming or having received sick pay must certify on a form provided by the University the following:
- 180 1. The nature of the sickness or injury which prevented him/her from working, including time, dates and circumstances, and whether or not under the care of a physician;
 - 181 2. The amount of time lost from work in hours because of the sickness or injury;
 - 182 3. The name of the person to whom advance notice was given, together with the time, or the reason notice was not given.
- 183 In the event that facts and circumstances indicate that the employee may not be eligible for sick pay as claimed, evidence of eligibility may be required. A physician's statement on a form provided by the University is such evidence, but will not be a mandatory requirement necessary to receive sick pay unless other evidence is not satisfactory or except as provided below.

184 Arbitrary failure to follow accepted medical practice shall be reason for discontinuing or withholding sick pay. If sickness or injury recurs frequently or regularly so as to raise a question about the employee's general state of health, or there is an arbitrary failure to follow accepted medical practice, the University may require the employee to see the employee's own physician and provide the University with a statement concerning his/her health problem, the treatment required and what can be expected. If the employee does not have a personal physician, the University will assist the employee in obtaining appropriate medical care.

185 The University may request a Sick Time Conference with an employee, the employee's supervisor, a representative of the University Personnel Office, the Bargaining Chairperson and the Chief Steward to discuss the employee's sick time usage and ability to work. Although not limited to the following, information discussed shall be of the type:

- 186 1. time lost from work due to sickness or injury;
 2. physician's evaluation(s);
 3. ability of employee to meet employment obligation of regular and reasonable attendance.

187 If the University requires an employee to be examined by a physician or physicians of its choosing with a report of the findings made to the University, that examination and report will be without cost to the employee.

SECTION F. PREVENTIVE MEDICAL AND DENTAL CARE APPOINTMENTS

188 A full-time employee or a part-time employee working thirty-two (32) or more hours in a calendar week, will be granted paid time off from his/her assigned schedule of work for a preventive medical or dental care appointment, including post-operative examinations and care, providing he/she gives his/her immediate supervisor written notice at least five (5) calendar days prior to the appointment, unless the appointment is scheduled by the University doctor. The written notice shall include the time and day of the appointment, the name of the doctor and the probable duration of the absence. A series of appointments may be included in the same notice. In the event that a doctor schedules a return appointment or post-operative examination or care which prevents giving the required notice, as much notice as possible based on the circumstances is required. In the event that the time of the appointment adversely affects the operation of his/her department, the employee will re-schedule the appointment to a mutually convenient time. Notwithstanding the fact that such an absence is not the result of a sickness or injury within the meaning of this Article, the provisions of this Article shall apply.

ARTICLE XXIII

HOLIDAYS

SECTION A.

189 The following holidays will be observed on the calendar day on which each falls, except that a holiday falling on Sunday will be observed on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday:

- 190
1. New Year's Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Thanksgiving Day
 6. Day after Thanksgiving Day
 7. Christmas Day

SECTION B.

191 The holiday shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the holiday is observed.

SECTION C.

192 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at his/her hourly rate plus shift or special schedule premium if applicable, for the holiday, provided the employee meets the following eligibility requirement:

193 He/she works his/her last scheduled work day prior to and his/her first scheduled work day following the holiday, unless his/her failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article XXII, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation. An employee who is late, but finishes his/her schedule of work, meets the eligibility requirement.

SECTION D.

- 194 Each part-time employee normally scheduled to work eight (8) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section C. shall receive pay for the holiday determined by multiplying his/her hourly rate plus shift premium, if applicable, times his/her normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the holiday.

SECTION E.

- 195 In addition to the holiday pay as provided in Section C. or D., an employee who works on the holiday will be paid for the time worked at one and one-half times his/her hourly rate and shift premium, if applicable. To the extent that an employee is paid pursuant to this Section, he/she shall not be paid an overtime premium under Section A. of Article X for the same time worked.

SECTION F.

- 196 An employee who fails to work on a holiday on which he/she is scheduled to work shall not receive holiday pay as provided in Section C. or D. unless his/her failure to work is excused because of (1) personal sickness or injury as provided in Article XXII, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation.
- 197 When an employee is scheduled to work on a holiday, he/she will be given at least seven (7) calendar days notice unless circumstances do not permit advance notice.

ARTICLE XXIV

CHRISTMAS/NEW YEAR SEASON DAYS

SECTION A.

- 198 Between the days observed as the Christmas Day and New Year Day holidays, as provided in Section A. of Article XXIII, there shall be four (4) Christmas/New Year Season Days which may be designated on an individual basis.

SECTION B.

- 199 Each Christmas/New Year Season Day shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the Christmas/New Year Season day is designated.

SECTION C.

- 200 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at his/her hourly rate plus shift or special schedule premium if applicable, for each Christmas/New Year Season Day for which the employee is not scheduled to work, provided the employee meets the following eligibility requirement:
- 201 The employee works the employee's last scheduled work day prior to and the first scheduled work day following the day observed as the Christmas Day and the New Year's Day holiday, respectively, unless his/her failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article XXII, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation. An employee who is late, but finishes his/her schedule of work, meets the eligibility requirement.

SECTION D.

- 202 Each part-time employee normally scheduled to work eight (8) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section C. shall receive pay for each Christmas/New Year Season Day for which the employee is not scheduled to work, determined by multiplying his/her hourly rate plus shift premium, if applicable, times his/her normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the Christmas/New Year Season Days.

SECTION E.

- 203 An employee who works on a Christmas/New Year Season Day will be paid for the time worked at the employee's hourly rate and shift premium, if applicable. In addition and for each Christmas/New Year Season Day the employee works an equivalent amount of time shall be added to the employee's vacation accrual and, thereafter, shall be subject to the provisions of Article XXIV.

SECTION F.

204 An employee who fails to work on a Christmas/New Year Season Day on which the employee is scheduled to work shall not receive the pay as provided in Section C. or D. unless his/her failure to work is excused because of (1) personal sickness or injury as provided in Article XXII, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation.

205 When an employee is scheduled to work on a Christmas/New Year Season Day, he/she will be given at least four (4) calendar days notice unless circumstances do not permit advance notice.

ARTICLE XXV

VACATIONS

SECTION A. ACCRUAL

206 1. Except as provided in 2. and 3. of this Section, full-time employees accrue paid vacation time as follows:

207	<u>Seniority</u>	<u>Rate of Accrual Per Calendar Month</u>
	First five years	eight hours
	From five through eight years	twelve hours
	Over eight years	sixteen hours

208 An increase in the rate of accrual shall be effective with the first calendar month following completion of the required years of seniority.

209 2. During the calendar month in which a full-time employee starts or ends employment, or starts or returns from any leave of absence, he/she shall accrue paid vacation time on a percentage basis of the rate of accrual in 1. above depending upon the day of the calendar month on which the event occurs as follows:

210

<u>Day of Calendar Month</u>	<u>Start of Employment or Return from Leave of Absence</u>	<u>End of Employment or Start of Leave of Absence</u>
One through ten	100%	none
Eleven through twenty	50%	50%
Twenty-one through end	none	100%

- 211 3. Except as provided in 2. above, an employee shall not accrue any paid vacation time during any leave of absence or during any calendar month in which he/she is absent without pay for fifteen (15) or more work days. During any calendar month in which he/she is absent without pay for less than fifteen (15), but more than seven (7) work days, he/she shall accrue 50% of his/her accrual as provided in 1.
- 212 4. Part-time employees normally scheduled to work eight (8) or more hours per calendar week accrue paid vacation time on a basis which is directly proportionate to that accrued by full-time employees. Those normally scheduled to work less than eight (8) hours per calendar week shall not accrue paid vacation time.
- 213 5. Paid vacation time accrues and is recorded at the end of each calendar month of employment.
- 214 6. No employee may accrue paid vacation time in excess of twenty-four (24) times his/her rate of accrual per calendar month.

SECTION B. ELIGIBILITY

- 215 No employee shall be eligible for paid vacation time, or receive pay in lieu of vacation time, before it accrues, or before completion of the probationary period.

SECTION C. PAY IN LIEU OF VACATION TIME

- 216 An employee will receive pay in lieu of paid vacation time (i.e., without taking actual time off from work) only after completion of his/her probationary period and then only under the following circumstances:

- 217 1. Retirement; or
2. Start of a leave of absence; or
3. Termination, for whatever the reason; or
4. Death, in which case a survivor will be paid.

SECTION D. PAY FOR ACCRUED VACATION TIME

- 218 1. Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken, plus shift or special schedule premium, if applicable, times the number of hours of accrued paid vacation time scheduled and used.
- 219 Pay for vacation time shall be paid to the employee on his/her regular pay day, except that an employee shall be paid for such vacation time in advance of his/her vacation on his/her regular pay day preceding the vacation, providing he/she is scheduled for five (5) or more consecutive vacation days (40 hours) and the payment in advance is requested in writing at least seven (7) calendar days prior to the pay day preceding the first day of such vacation.
- 220 2. Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth in Section C. occurs, plus shift or special schedule premium, if applicable, times the number of hours of accrued vacation time.

SECTION E. SCHEDULING OF PAID VACATION TIME

- 221 Paid vacation time shall be scheduled to meet the work requirements of the University on a departmental basis with due consideration given to an employee's wishes as to time and duration in accordance with the following procedure:
- 222 1. Each department will post prior to March 1 of each year and at such other times as may be established by a department any limitations concerning the scheduling of vacations, including the election to close down any or all of the operations of the department and schedule vacations during the close down period. Such limitations shall not include a limitation on the length of vacation of an individual employee to provide vacation for an employee with less seniority.

- 223 2. Employees will request vacation during the month of March for all scheduled vacation to be taken during the following May through April unless a department established a procedure in which vacations can be requested on a more frequent basis, in which case vacations will be requested for those time periods.
- 224 3. Based upon these requests and within the time period established by a department, the department will schedule vacations in order of preference by classification on the basis of seniority.
- 225 4. Upon completion of the scheduling, the vacation schedule shall be posted during the last week of April or on a more frequent basis as established by the department, and may only be changed because of work requirements caused other than by the scheduling of vacations.
- 226 5. An employee who transfers from a department and who has not taken his/her scheduled and posted vacation loses his/her vacation preference. In such a case, he/she will be permitted to reschedule, consistent with the work requirements of his/her new department.
- 227 Vacations which are not scheduled and posted in accordance with the above procedure may be granted in the sole discretion of the University, provided it is requested in advance by the employee, except when extraordinary circumstances beyond the control of the employee cannot be corrected in time for him/her to meet his/her employment obligation, paid vacation time may be granted for the absence. Written supervisory approval or disapproval, as the case may be, shall be given to the employee within three (3) working days after the request for vacation is made.
- 228 At the request of an employee, an absence covered by Article XXII may be charged against accrued vacation time after all payments under Article XXII have been exhausted.
- 229 If a day observed by the University as a holiday as provided in Article XXIII occurs during an employee's vacation, he/she shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

ARTICLE XXVI

FUNERAL LEAVE PAY

- 230 In the event of the death of an employee's spouse, or the son, daughter, parent, grandparent, brother, sister, grandchildren (or the spouse of any of them), of either the employee or his/her spouse, or of any other related person living in the employee's household, an employee who attends the funeral or memorial service shall be granted time off work with pay (maximum of eight (8) hours a day at his/her hourly rate plus shift or special schedule premium, if applicable). The amount of time off work with pay shall be only that which is required to attend the funeral or memorial service and/or make necessary funeral arrangements, but in no event shall it exceed three (3) work days.
- 231 If additional time off is needed, the employee may request the use of accrued vacation time.
- 232 In the event that an employee is on vacation, the provisions of this Article nevertheless shall apply.

ARTICLE XXVII

JURY AND WITNESS SERVICE

- 233 An employee who loses time from his/her assigned schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at his/her hourly rate plus shift or special schedule premium, if applicable. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the University a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness fees he/she was eligible to receive for each day. The employee will report for work when released from jury duty or witness service.

234 An employee who does not lose time from his/her assigned schedule of work, but who nevertheless has performed jury duty service or testified pursuant to a subpoena within the eight hour period immediately before the beginning of his/her shift, at his/her request, may have an amount of time off work equal to the time he/she was required to spend in court during that eight hour period. In such a case, the employee will be paid for this time off, with fees offset against such pay, in the same manner as if he had lost time from work.

235 An employee who is required to report for jury duty service or testify pursuant to a subpoena following completion of a shift which ends after midnight, will be excused from work at midnight and paid for such lost time at his/her hourly rate plus shift or special schedule premium, if applicable. Jury duty and witness fees shall be offset against such pay, in the same manner as if he/she had lost time from work while performing the jury duty or witness service.

ARTICLE XXVIII

ANNUAL MILITARY DUTY

236 An employee who is a member of the Armed Forces Reserves or National Guard and who loses time from his/her assigned schedule of work to participate in annual military training, or for service required as a result of a civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed fifteen (15) work days in any one calendar year. Such an employee will be paid for the time lost at his/her hourly rate plus shift or special schedule premium, if applicable. Armed Forces Reserves or National Guard base pay shall be offset against such pay. Except as otherwise provided in this Agreement, such service shall be considered time worked. The employee shall furnish the University with written evidence of service and the amount of base pay he/she was eligible to receive. If an employee requests and is scheduled for vacation during a period of training or service, he/she shall not be eligible for the pay provided by this Article for that period of time for which he/she received vacation pay.

ARTICLE XXIX
LEAVES OF ABSENCE

SECTION A. MEDICAL

237 An employee with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick pay under Article XXII and vacation payments under Article XXIV shall be granted a leave of absence without pay upon request in writing and furnishing evidence of disability satisfactory to the University. Such request and evidence may be furnished by the Union or any other interested party.

238 The leave of absence shall be for the period of continuing disability, but not to exceed twelve (12) months, unless extended by the University. In no case, however, shall a leave and extensions exceed two years. To continue the leave of absence an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary, physicians' opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability.

SECTION B. DISABILITY

239 Subject to, and consistent with, the University Disability Plan as provided for in Article XXXII, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period.

SECTION C. PERSONAL

240 An employee with seniority may be granted a leave of absence without pay by the University for a period not to exceed six (6) months. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed one year.

SECTION D. MILITARY

241 An employee entering the military service as (1) an inductee through the Selective Service System, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the Armed Forces Reserves or National Guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth in paragraph 231.

SECTION E. UNION

242 An employee with seniority who is elected or temporarily appointed to an elective office with the Union (Local 1583), Council 25, or the International Union, upon written request of the Chairperson of the Bargaining Committee of the Union, shall be granted a leave of absence without pay for the period of time for which elected or temporarily appointed.

243 An employee with seniority who is selected for regular employment with the Union (Local 1583), Council 25, or the International Union, upon written request of the Chairperson of the Bargaining Committee of the Union, shall be granted a leave of absence without pay for not more than a year. Upon written request of the Chairperson of the Bargaining Committee of the Union the leave will be extended for additional periods, but in no case shall a leave and extensions exceed two years.

SECTION F. UNION-EXCUSED ABSENCE

244 An employee with seniority who is elected or selected by the Union, upon the written request of the Chairperson of the Bargaining Committee, shall be granted an excused absence without pay for a period of time sufficient to attend conferences or conventions, provided, however, and except for executive officers of the Union, chief stewards, and stewards, not more than one employee from a department will be granted an excused absence at any one time. Provided further, no such request need be granted unless an oral or written request is received at least four (4) calendar days prior to the requested time off. An oral request must be confirmed in writing. For the purposes of this Section, Sections I. and J. of this Article shall not apply, but the excused absences shall be considered time worked except as otherwise provided in this Agreement.

SECTION G. CHILDCARE

245 Within the three (3) month period following the birth of an employee's child or the adoption of a child under age six, an employee with seniority, upon written request, shall be granted a leave of absence without pay for not more than six (6) months. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed one (1) year. Extensions, if any, must run continuously with the original childcare leave.

SECTION H. EDUCATIONAL

- 246 An employee with seniority shall be granted an educational leave of absence without pay for the purpose of pursuing a formal full-time educational program. Such a leave shall be for a period of up to one (1) year and shall be renewable for additional periods of up to one (1) year, but in no case shall a leave and renewals exceed four (4) years or the employee's seniority, whichever period of time is the lesser. An employee on an educational leave of absence shall not be eligible for benefits under the Disability Plan. For the purposes of this Section, and not withstanding Section A. of Article XVI, seniority shall not accrue during an educational leave of absence or any renewal, provided, however, after return to work from an educational leave of absence, Section A. of Article XVI shall become applicable. Upon return to work from an educational leave of absence, or any renewal, an employee shall not be eligible for a further educational leave of absence until the employee has worked for at least three (3) calendar months.

SECTION I. RETURN TO ACTIVE EMPLOYMENT

- 247 The University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning the employee to active employment.
- 248 In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have a certificate of satisfactory completion of service and apply for reinstatement within ninety (90) days after release from duty.
- 249 In addition, and in order to be eligible to return to active employment, an employee returning from a medical or childcare leave of absence must provide, at least fourteen (14) calendar days prior to the end of the leave, a statement from the employee's physician releasing the employee to return to work, except that this shall not apply in the case of a childcare leave of absence granted for an adoption.

250 At the conclusion of a leave of absence, an employee eligible to return will be placed preferably in his/her former classification, or one of comparable status and hourly rate of pay, but in any case placement shall be consistent with his/her seniority and ability to perform the work. In cases where a leave is not for a fixed period of time or when an employee returns prior to the expiration of any leave, or extension, the return to active employment shall be within the fourteen (14) calendar day period after notice is given to the University. If the leave was for a fixed period of time, and the return is timely, the employee's placement shall be immediate. If the return is not timely the employee will be terminated, unless extraordinary circumstances beyond the control of the employee prevented the employee from returning as scheduled, except that continuation of the reasons that the employee was granted a leave shall not be an extraordinary circumstance. If the employee was able to (1) seek a leave extension prior to the leave expiration or (2) notify the University that the return would not be timely, but did not, this exception to termination shall not apply. Employees affected by this return shall be placed or laid off in accordance with the provisions of Section A. of Article XIX.

250a A Chief Steward, District Steward or Alternate Steward returning from a leave of absence shall have the option to be placed in the same job classification in the same Chief Steward Classification Grouping or Steward District in which he/she previously worked.

SECTION J. GENERAL CONDITIONS

251 During a leave of absence, an employee will not accrue vacation nor be eligible for any payments for time off work provided by this Agreement.

252 Subject to, and consistent with, the Group Health Insurance Plan, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the University, except as provided by the University Disability Plan.

253 Subject to, and consistent with, the Group Life Insurance Plan, coverage may be continued during a leave of absence provided direct payment of the employee's portion of the premium is made through and as prescribed by the University, except as provided by the University Disability Plan.

254 During a leave of absence, both the University's and the employee's contributions to the Retirement Plan are discontinued, except as provided by the University Disability Plan, provided, however that subject to and consistent with the Retirement Plan, an employee on a leave of absence may continue active participation by making direct payment of any amount to the University in the manner prescribed by the University.

254a As a condition of being granted an extension of a Personal, Military, Childcare or Educational Leave of Absence, an employee must request an extension of the leave at least thirty (30) days prior to the expiration of the leave of absence.

255 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions.

ARTICLE XXX

GROUP LIFE INSURANCE

256 During the term of this Agreement and consistent with the terms of the Group Life Insurance Plan, the following will be provided and maintained:

257 Amount of Insurance and Monthly Employee Contribution
For Full-Time Employees, Both in Accordance
With the Following Age Brackets:

Hourly Rate	Up to but not including Age 30	Age 30 to 39 Inclusive	Age 40 to 49 Inclusive	Age 50 to 64 Inclusive
Less than \$4.57	27,000 2.70	27,000 4.05	23,000 6.90	18,000 7.20
\$4.57 but less than \$5.53	33,000 3.30	33,000 4.95	28,000 8.40	22,000 8.80
\$5.53 but less than \$6.49	39,000 3.90	39,000 5.85	33,000 9.90	26,000 10.40
\$6.49 but less than \$7.93	48,000 4.80	48,000 7.20	40,000 12.00	32,000 12.80
\$7.93 but less than \$8.45	57,000 5.70	57,000 8.55	48,000 14.40	38,000 15.20

- 258 From age 65 to 70, a full-time employee's amount of insurance reduces gradually to \$2,000.00 in accordance with the Insurance Plan.

ARTICLE XXXI

HEALTH INSURANCE

- 259 The Group Health Insurance Plan shall be as provided by the University. During the term of this Agreement no less than the Michigan Blue Cross-Blue Shield and the TIAA Major Medical schedule of hospital and medical benefits in effect at the execution date of this Agreement will be provided and maintained. In the event of any changes in the benefits, the Union will be notified prior to the effective date of the change.
- 260 The University agrees to maintain during the term of this Agreement a contribution level of up to not less than 83% of the cost of full family premium for Michigan Blue Cross-Blue Shield and TIAA Major Medical for the coverage selected by each employee.
- 261 In addition, and if the University increases its monthly contribution for University employees not represented by a Union, the University will increase its contributions for employees in this bargaining unit in the same manner and to the same extent.
- 262 If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital or medical benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.
- 262a The Group Dental Assistance Plan shall be as provided by the University. During the term of this Agreement no less than the United Benefit Life Insurance Company schedule of dental benefits in effect at the execution date of this Agreement will be provided and maintained. In the event of any changes in the benefits, the Union will be notified prior to the effective date of the change.
- 262b If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for dental benefits for employees, the University may make such adjustments in the schedule of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided by this Article.

ARTICLE XXXII

TRAVEL ACCIDENT INSURANCE

263 During the term of this Agreement and consistent with the terms of the Travel Accident Insurance Plan, the following, without cost to an employee, will be provided and maintained:

- 264 1. The amount of the principal sum of insurance for full-time employees shall be \$50,000, or five (5) times hourly rate times 2,080, whichever is more, except as the amount may be reduced proportionately by a catastrophic accident.
- 265 2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).
- 266 3. One-half the principal sum for loss of any one member.
- 267 4. Disability benefits.

ARTICLE XXXIII

DISABILITY PLAN

268 During the term of this Agreement and consistent with the terms of the Disability Plan, the following, without cost to an employee, will be provided and maintained:

- 269 1. An eligible full-time employee shall receive a disability income which shall be 50% of the employee's monthly base income (hourly rate times 2,080 divided by twelve (12)) or \$1,000.00 per month, whichever amount is less.
- 270 2. In the event that cash benefits are received from other sources as set forth in the Plan, the disability income set forth in 1. above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed:
 - A. 75% of the employee's gross monthly base income; or

- B. the employee's net monthly base income (gross monthly base income minus the employee's regular retirement, health insurance, federal income tax, state income tax, life insurance and FICA deductions) whichever amount is less. Deductions will be calculated using the employee's actual dependency status.
- 271 3. For each month that a disability income is received, Retirement Plan, Group Life Insurance, and Health Insurance Plan contributions shall be made by the University, if and when applicable as provided in the Disability Plan.

ARTICLE XXXIV

RETIREMENT PLAN

- 272 During the term of this Agreement and consistent with the terms of the Retirement Plan, the following will be provided and maintained:
- 273 1. The University will contribute an amount equal to ten (10) percent of an employee's earnings each month and the employee will contribute an amount equal to five (5) percent of the employee's earnings each month, or
- 274 2. At the option of the employee, age thirty-five (35) or older, the University will contribute an amount equal to five (5) percent of an employee's social security base earnings each month and the employee will not contribute. When earnings are in excess of the social security base, 1. above shall apply.

ARTICLE XXXV

LONGEVITY PAY

SECTION A. ELIGIBILITY

- 275 An employee will be eligible for annual longevity pay in accordance with Section B. of this Article if (1) the employee received pay as an employee in the calendar year preceding the year of payment and (2) except as provided in Section D., the employee is still an employee on June 30 in the year of payment.

SECTION B. SCHEDULE OF PAYMENTS

- 276 Longevity pay shall be based on seniority as of June 30 in the year of payment and shall be computed as a percentage of Form W-2 gross earnings for the calendar year preceding the year of payment, but not to exceed the first \$9,000.00 in 1980 and \$9,500.00 in 1981, in accordance with the following schedule:

277	Percentage of Form W-2 Gross Earnings not to Exceed \$9,000.00 - 1980 and \$9,500.00 - 1981
Seniority	
6 or more, but less than 10 years	2%
10 or more, but less than 14 years	3%
14 or more, but less than 18 years	4%
18 or more, but less than 22 years	5%
22 or more, but less than 26 years	6%
26 or more years	8%

SECTION C. PAYMENT DATE

- 278 Longevity pay to an eligible employee shall be paid no later than July 31 in the year of payment.

SECTION D. RETIREMENT OR DEATH

- 279 If an eligible employee retires or dies, the employee or a survivor, as the case may be, shall nevertheless be entitled to the longevity pay based on the employee's seniority at the time of retirement or death.
- 280 Such longevity pay shall be prorated on the basis of completed calendar months of service from the preceding June 30 to the date of retirement or death.

ARTICLE XXXVI
TUITION REFUND PROGRAM

SECTION A. ELIGIBILITY

281 A full-time employee will be eligible to receive a tuition refund as provided in Section C. of this Article if (1) the employee has more than six month's seniority at the time of enrollment in an educational course approved by the University at, or through, an educational or training institution approved by the University and (2) the employee has successfully completed the educational course and (3) the employee was on the active employment rolls throughout this entire period. Approvals must be authorized prior to enrollment. "Successful completion" means a final transcript grade of "C" or better for credit courses and a certificate of satisfactory completion for a non-credit course.

282 An "educational course", within the meaning of this Article, is one which either (1) is job-related or (2) prepares the employee to enroll in one that is job-related. The term "job-related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

SECTION B. AMOUNT OF REFUND

283 An eligible employee will receive a tuition refund of not more than seventy-five (75%) or two hundred dollars (\$200.00) per term, whichever amount is less, for the cost of tuition paid by the employee. In no case shall an employee receive a tuition refund in excess of four hundred dollars (\$400.00) for courses taken in any twelve (12) month period.

SECTION C.

284 Educational courses under this program are to be taken during non-working hours.

ARTICLE XXXVII

SAFETY

SECTION A.

285 The University shall continue to provide for the safety of employees during the hours of their employment. In this regard the University will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union.

286 A Joint Safety Committee of University and Union representatives shall meet at least once a month for a regularly scheduled meeting to discuss unsafe conditions and safety ideas. At least one calendar week prior to the meeting, the University and/or the Union shall submit an agenda of matters to be discussed to the other party. If no such agenda is submitted, there shall be no meeting. If the Joint Safety Committee feels that an investigation should be made concerning a particular practice or rule that affects the safety of employees, one regular Union member and one regular University member shall be designated to promptly investigate and thereafter report their findings to the Joint Safety Committee which may make an appropriate recommendation to the University. The University shall respond in writing to the Joint Safety Committee within seven (7) calendar days after receipt of any recommendation requesting action. Nothing in this section shall preclude or limit the University from conducting its own investigations and taking whatever action it deems necessary at any time. Representatives of the Union, not to exceed four (4), who have been designated as regular members of the Joint Safety Committee shall not suffer loss of time or pay when absent from their assigned schedule of work while attending a meeting or participating in an investigation for the Joint Safety Committee. The University and the Union shall exchange a list of its regular members. The other party shall be notified promptly in writing of any changes in its members.

SECTION B.

287 An employee who is injured during the employee's hours of employment shall report the injury to the employee's immediate supervisor as soon as possible. If the injury is to the extent of doctor's or hospital care, arrangements will be made by the University to provide transportation to University Hospital, if practicable, otherwise to another medical facility. The injured employee shall be paid at the employee's hourly rate of pay, plus shift premium, if applicable, for the time lost from work, provided the employee returns to work and finishes out the shift following treatment, unless on doctor's orders the employee is told not to return to work, in which case the employee's pay shall cease on completion of treatment. In no event, however, shall the employee be paid for time beyond the quitting time of the scheduled shift or for any overtime hours.

ARTICLE XXXVIII

DISCIPLINE

SECTION A.

- 287a All decisions on any disciplinary actions shall be made on the basis of whether or not there is just cause.

SECTION B.

- 287b In taking disciplinary action, the University shall not take into account any prior incidents which occurred more than two (2) years previously.

SECTION C.

- 287c When the University intends to order an employee to leave work for disciplinary reasons, the employee's steward shall be notified by the University and without loss of time or pay, be afforded the opportunity to be present and hear the reasons, and thereafter be afforded the opportunity to consult with the employee for a reasonable period of time at a place provided by the University before the employee leaves the premises, provided, however, if the immediate removal of the employee from University premises is necessary or if the employee is not otherwise available, such opportunity to be present and thereafter consult need not be afforded. In the event immediate removal is necessary, the University, within the shift, shall notify the Union of the incident. If the steward is not present before the employee leaves work, the steward shall hear the disciplinary reasons upon arrival. It is understood that this Section does not prevent the suspension of the employee or notice to the employee of the disciplinary action taken before the arrival of the steward or notice to the employee that the steward has been called. It is also understood that the steward is present as an observer only and that the grievance procedure is the appropriate procedure to review the merits of the disciplinary action taken.

SECTION D.

- 288 The University shall notify the Chairperson of the Bargaining Committee or his/her designated representative, prior to discharging an employee. Thereafter, and prior to final decision by the University, the Union shall have the opportunity to review the case with the University provided such review is requested by the Union within two (2) calendar days after notification by the University of such proposed action.

289 The University shall give the Chairperson of the Bargaining Committee, or his/her designated representative written notification of any disciplinary action taken which involves a disciplinary layoff or discharge, including a copy of any written notification to the employee and letters of reprimand and disciplinary layoff, if any, involved in the decision, within five (5) calendar days after the action is taken.

290 The review shall be held within two (2) calendar days after request by the Union. The employee and the employee's immediate supervisor and one other University employee (not necessarily in the bargaining unit) named by the Union who may be in possession of relevant facts will be at the review unless this requirement would not permit the review to be held within the two (2) calendar day period because of the unavailability of the employee or the absence from work of the supervisor, provided however, the University and the Union may arrange for another mutually agreeable time. In addition, the employee and each representative of the Union, not to exceed two (2), who lose time from the assigned schedule of work while attending such a review, shall not suffer loss of time or pay provided permission is received from the employee's immediate supervisor to leave work and the employee reports back to the immediate supervisor when the review has been completed.

291 In the event that an employee is suspended from employment pending a decision as to the extent of the disciplinary action to be taken, if any, the suspension will be no longer than is necessary to gather sufficient facts to make the decision. In the event a suspension lasts for fourteen (14) or more calendar days and a decision has not been made, the Union may request a meeting with the University to discuss the employee's status. If at that meeting the Union requests a decision, the University will take disciplinary action within the next two (2) calendar days based on the information available to the University at that time.

SECTION E.

292 A grievance which (1) concerns a disciplinary layoff or discharge of a non-probationary employee, and (2) alleges that no just cause in fact existed, or that the disciplinary action was taken arbitrarily and was clearly excessive, may be processed through the Grievance and Arbitration Procedures provided it is submitted in writing at Step 3 within seventy-two (72) hours after receipt by the Union of the University's written notification of the disciplinary action. Failure to submit a written grievance by the Union on behalf of the employee within the seventy-two (72) hour period shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

SECTION F.

- 293 If any grievance alleging a violation of this Article should be taken to Arbitration, the arbitrator's authorization shall be limited to the fact question of whether there was just cause and as follows:
- 294 1. If the arbitrator finds there was just cause, he/she may modify the disciplinary action taken only if it:
- a. was taken arbitrarily or
 - b. was excessive; otherwise he/she must affirm it.
- 295 2. If he/she finds there was no just cause, he/she shall nullify the disciplinary action taken.

SECTION G.

- 296 Whenever time limits are used in this Article, actual receipt or a postmark, if mailed, will control.

ARTICLE XXXIX GRIEVANCE PROCEDURE

SECTION A. UNION REPRESENTATION

- 297 Employees shall be represented by the Union in the grievance procedure as follows:
- 298 1. One steward and one alternate steward for each shift, geographic area, facility or department (hereinafter called district) set forth in Appendix C. Each steward and alternate steward shall be an employee with seniority working within the district he/she represents.
- 299 No steward or alternate steward shall be assigned to a work location outside of the district he/she represents except as provided by Article XIX, in which case Section C. of Article XIX shall be applicable.
- 300 The alternate steward shall only represent an aggrieved employee when the steward is absent from work.

- 301 When both the steward and the alternate steward are absent
from work, the aggrieved employee shall be represented by a
steward, or alternate steward from another district.
- 302 When no steward or alternate steward from the aggrieved
employee's district, or no steward or alternate steward from
another district is available, the aggrieved employee may be
represented by the Chief Steward who represents the
classification to which his/her position is assigned.
- 303 When a steward has a grievance, he/she shall be represented
by the alternate steward if he/she so requests.
- 304 2. One chief steward for each combination of classification
groupings for employees of the Ann Arbor Campus as set
forth in Appendix C. Each chief steward shall be an
employee with seniority assigned to one of the
classifications the chief steward represents.
- 305 In addition there shall be a chief steward for employees
working in the Medical Center and a chief steward for
employees in the rest of the bargaining unit at the Ann
Arbor Campus. Each such chief steward shall be an
employee with seniority working within the area the chief
steward represents and on a shift which starts on or after
12:00 p.m.
- 306 One chief steward for employees working at the Dearborn
Campus. The chief steward shall be an employee with
seniority working at the Dearborn Campus.
- 307 One chief steward for employees working at the Flint
Campus. The chief steward shall be an employee with
seniority working at the Flint Campus.
- 308 When a chief steward has a grievance, he/she shall be
represented at Step Two of the grievance procedure by the
chief steward working nearest to him/her if he/she so
requests, or in the alternative, the Chairperson of the
Bargaining Committee may begin such a grievance at Step
Three.

- 309 3. The Chairperson of the Bargaining Committee or his/her designated representative(s) who shall be employee(s) with seniority.
- 310 4. The University and the Union shall on the request of either party meet to redistrict by mutual agreement, including an increase or decrease in the number of stewards. In the event the parties cannot agree, the question of adequate representation shall be decided by an arbitrator based on the presentation of the facts and arguments of the parties.
- 311 5. A district steward or Chief Steward, while on leave of absence, may represent employees in the grievance procedure as set forth in this Article with mutual consent of the University and the Union. In such an event, the steward's or Chief Steward's time shall be unpaid.

SECTION B. UNIVERSITY REPRESENTATION

- 312 The University will be represented in the grievance procedure as follows:
1. The immediate supervisor of the aggrieved employee;
 2. The department head, or equivalent level of supervisor (or designated representative), of the aggrieved employee;
 3. The University Review Committee.

SECTION C.

- 313 The Union shall furnish the University Review Committee with a list of the stewards, alternate stewards, chief stewards and executive officers. Any changes in the list shall be reported promptly to the University Review Committee in writing.
- 314 The University shall furnish the Union with a list of its department heads, or equivalent level of supervisor, and their office location and the members of its Review Committee. Any changes in the list shall be reported promptly to the Union in writing.

SECTION D. EMPLOYEE GRIEVANCE

- 315 A grievance is defined as a disagreement, arising under and during the term of this Agreement, between the University and any employee concerning (1) the employee's employment and (2) the interpretation and application of the provisions of this Agreement. Such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth in Section G., except that the Chairperson of the Bargaining Committee or his/her designated representative in the Chairperson's absence, may submit a grievance on behalf of an aggrieved employee, beginning at Step Three of the grievance procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the aggrieved employee had knowledge of the facts giving rise to the employee's grievance and the aggrieved employee refuses to process his/her grievance. Such a grievance by the Chairperson of the Bargaining Committee or his/her designated representative, in addition to the requirements of paragraph 322, must set forth the reasons the employee refuses to process the grievance.

SECTION E. GROUP GRIEVANCES

- 316 In the event that employees have a group grievance, it shall be sufficient if one employee or their steward or chief steward submits the grievance on behalf of all named and similarly affected employees. A group grievance shall be only one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group. Such group grievances shall begin at that step of the grievance procedure where all affected employees have a common supervisor.

SECTION F. UNION GRIEVANCES

- 317 A Union grievance is defined as a disagreement, other than one which can be processed under Section D. or E. above, arising under and during the term of this Agreement, between the University and the Union concerning the interpretation and application of the provisions of this Agreement on a question which is not an employee grievance.
- 318 In the event that the Union has a grievance, it shall begin at Step Three of the grievance procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the Union had knowledge of the facts giving rise to the grievance. Such a grievance shall be submitted by the Chairperson of the Bargaining Committee or the Chairperson's designated representative, on behalf of the Union.

SECTION G. PROCEDURE

- 319 The following grievance procedure shall be the means for resolving grievances:

STEP ONE - ORAL

- 320 An aggrieved employee promptly should notify the employee's immediate supervisor that he/she has, or may have, a grievance. If the aggrieved employee wishes, the employee may refrain from discussing it with the employee's immediate supervisor at that time and may have the employee's steward represent the employee in an oral presentation, which shall be scheduled as promptly as practicable, but in any event during the employee's next eight (8) regular working hours following the request for the steward, or at any other time if mutually convenient. Before the joint oral presentation of the grievance, the steward, at the steward's request, shall have the opportunity to discuss the grievance with the employee and with other employees in his/her district, one at a time, in possession of facts relevant to the grievance, for a reasonable period of time at a place provided by the immediate supervisor.

STEP TWO - WRITTEN

- 321 If the aggrieved employee does not receive a satisfactory oral answer, or if the employee does not receive any answer, at Step One within one (1) mutual working day following the day of the oral presentation, the employee may reduce the grievance to writing and submit it to the employee's department head (or equivalent level of supervisor), or a designated representative, for written answer, provided the employee submits it within the fifteen (15) calendar day period following the day on which the employee had knowledge of the facts giving rise to the employee's grievance.
- 322 If the aggrieved employee wishes assistance in reducing the employee's grievance to writing, the employee shall request the employee's immediate supervisor to call the employee's steward. In such a case the steward shall be called during that shift and arrangements made for a place and time either during the shift, or at the end of the shift if mutually convenient, to reduce the grievance to writing.

323 The grievance shall be dated and signed by the aggrieved employee and shall set forth the name of the steward, the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired.

324 The grievance shall not be considered submitted until the written grievance is received at the office location, as designated in paragraph 314, of the employee's department head (or equivalent level of supervision). At the time the grievance is received it shall be dated and a copy returned to the aggrieved employee. The employee's steward, chief steward and Union office also shall be provided with a copy.

325 Upon receipt of the written grievance, the employee's department head (or equivalent level of supervisor), or designated representative, shall set a place and time during working hours, or at the end of the shift if mutually convenient, within the next three (3) working day period for a hearing of the grievance with the aggrieved employee and the employee's chief steward who shall represent the employee in the hearing.

326 The department head (or equivalent level of supervisor), or a designated representative, shall make arrangements for the chief steward to be present for the hearing. Before the hearing of the grievance, the chief steward, at the chief steward's request, shall have the opportunity to discuss the grievance with the employee and with other employees in the area of representation, one at a time in possession of facts relevant to the grievance, for a reasonable period of time at a place provided by the department head (or equivalent level of supervisor), or the designated representative.

STEP THREE

327 If the aggrieved employee does not receive a satisfactory written answer, or if the employee does not receive a written answer, within the seven (7) working day period following the day his/her written grievance was submitted to the department head (or equivalent level of supervisor), or the designated representative, or following the hearing, whichever time is later, the Chairperson of the Bargaining Committee or his/her designated representative may submit the written grievance to the University Review Committee for written answer, provided it is submitted within the ten (10) calendar day period following the day of receipt of an unsatisfactory answer at Step Two.

328 Upon receipt of the written grievance, the University Review Committee shall set a place and time during working hours, or outside of working hours if mutually convenient, within the next seven (7) calendar day period for a hearing of the grievance with the Chairperson of the Bargaining Committee, or the Chairperson's designated representative, and at the option of the Chairperson, or the Chairperson's designated representative, the aggrieved employee, the employee's chief steward and/or a Council 25 representative.

329 In such a case the University Review Committee shall notify the Chairperson of the Bargaining Committee and make arrangements for the employee's chief steward and/or the employee, if presence is requested as provided above, to be present for the oral presentation. Before the hearing of the grievance and if the employee's chief steward is not present, the Chairperson of the Bargaining Committee, or his/her designated representative, at his/her request, shall have the opportunity to discuss the grievance with the aggrieved employee and with other employees, one at a time, in possession of facts relevant to the grievance, for a reasonable period of time at a place provided by the University Review Committee.

330 The written answer will be issued within the forty-five (45) calendar day period following the date of the Step Three hearing, except in the case of a grievance involving a discharge, the time period shall be thirty (30) calendar days.

330a A written answer regarding an employee who has been placed into the bargaining unit with retroactive pay and benefits, will specify the following:

1. Employee name
2. Department
3. Former classification and new classification
4. Seniority Date
5. Effective date of change
6. Former rate of pay and new rate of pay
7. Number of hours of back pay
8. Total amount of back pay earned
9. Number of hours of sick and vacation accrual

SECTION H. INVESTIGATION BY INTERNATIONAL AND COUNCIL REPRESENTATIVES

331 Upon request to the University Review Committee, a representative of the International and a representative of Council 25 who will represent an employee in the grievance or arbitration procedures, may visit the University for the purpose of preparing the case for presentation.

332 During such a visit, the representatives of the International or Council 25 may view any area of the University relevant to the grievance with the Chairperson of the Bargaining Committee. A representative of the University, at its option, may accompany the parties. In addition, the International and/or Council 25 representatives and the Chairperson of the Bargaining Committee may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the University and for a reasonable period of time.

334 During any such visit, the representatives shall not in any way interfere with the orderly and efficient operation of the University.

SECTION I. PAY, TIME LIMITS AND ADJUSTMENT

335 An employee who loses time from his/her assigned schedule of work in the manner provided for in this Article shall do so without loss of time or pay.

336 A steward, alternate steward, chief steward, or the President of the Union (or the Union President's designated representative) will be granted a necessary and reasonable amount of time off from his/her assigned schedule of work, without loss of time or pay, while directly involved in the manner provided at the appropriate step of the grievance procedure for the following activities:

1. Oral presentation,
2. Reducing the grievance to writing,
3. Discussion of grievance with the employee and other employees, or
4. Hearing.

337 Such union representatives and other employees shall receive permission from their immediate supervisor to leave their work, but must report back to their immediate supervisor when their part in the grievance handling has been completed.

338 If the aggrieved employee or the Union, as the case may be, does not submit the employee's grievance to Step Two or Step Three of the grievance procedure within the prescribed time limit, the grievance shall be considered settled on the basis of the University's answer at Step One or Step Two, as the case may be, except the University Review Committee may extend the time limit for submission to Step Three, providing the extension is requested by the aggrieved employee or the Union before the time limit ends.

339 The Chairperson of the Bargaining Committee, the aggrieved employee and the employee's chief steward shall all receive a copy of all written answers.

SECTION J. LIABILITY

340 Except as otherwise specifically provided or limited, the University shall not be liable on a grievance claiming back wages or other financial reimbursement for any of the following periods:

- 341 1. The period prior to forty-five (45) calendar days prior to the time a satisfactory oral answer is received at Step One or the period prior to sixty (60) calendar days prior to the time the written grievance is submitted at Step Two or is submitted as required at another step of the grievance procedure.
- 342 2. The period between the first date the arbitrator is available for an arbitration hearing and the date of hearing, when the first date is rejected by the Union.

SECTION K. WITHDRAWAL OF GRIEVANCE

343 A grievance which has been submitted may be withdrawn by the Union at any step of the grievance procedure without prejudice to the position the Union may take in handling another grievance.

ARTICLE XL ARBITRATION

SECTION A. SUBMISSION TO ARBITRATION

- 344 A grievance as defined in this Agreement, which is properly submitted to Step Three of the grievance procedure and is within the jurisdiction of the arbitrator, may be submitted to arbitration by the Union if the aggrieved employee does not receive a satisfactory written answer, or if the employee does not receive a written answer within the forty-five (45) calendar day period (thirty (30) calendar day period for a grievance involving a discharge) following the date of the employee's Step Three hearing, provided the Union gives written notice to the University Review Committee within the twenty-eight (28) calendar day period following the day of receipt of an unsatisfactory answer at Step Three. Such notice shall identify the grievance and the issue and state the provisions of the Agreement involved. If no such notice is given within the applicable twenty-eight (28) calendar day period, the grievance shall be considered settled on the basis of the Step Three answer.

SECTION B. SELECTION OF ARBITRATORS

- 345 Following the written notice to the University Review Committee, the University and the Union may attempt to select an arbitrator. If an arbitrator is not selected by mutual agreement within the seven (7) calendar day period following receipt of the written notice, unless extended by mutual agreement, then within the next seven (7) calendar days only, unless extended by mutual agreement, the arbitrator shall be selected on a blind draw from a panel of arbitrators mutually agreed to by the University and the Union. In the event an arbitrator does not accept selection, the blind draw will be repeated until an arbitrator is designated. This panel of arbitrators from which the blind draw is made may be changed from time to time by mutual agreement of the parties.
- 346 If at any time the panel is reduced to less than two (2) and the parties cannot agree on new panel members, either the University or the Union, or both, within the next seven (7) calendar days only, may request the American Arbitration Association to submit a list of five (5) qualified arbitrators, none of whom may be in the employment of the University. If one of the five (5) arbitrators on the list is not mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names, beginning with the Union until one name remains. The remaining person shall act as the arbitrator.
- 347 The arbitrator selected shall be for a single grievance unless the parties mutually agree otherwise.

SECTION C. TERMS AND CONDITIONS OF ARBITRATION

- 348 Every grievance submitted to an arbitrator for decision shall be
subject to the following terms and conditions:
- 349 1. The University and the Union may arrange mutually agreeable terms for a pre-hearing conference to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits.
- 350 2. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this Agreement.
- 351 3. Except as otherwise provided and limited by this Agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payment the employee may have received during the employee's period of suspension from employment with the University.
- 352 4. An employee who loses time from work during the employee's assigned working hours when testifying during an arbitration hearing shall do so without loss of time or pay.
- 353 5. The arbitrator's decision when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the employee or employees involved.
- 354 6. The fees and expenses of the arbitrator, shall be shared equally by the University and the Union, except that if the Union does not receive a written answer or the written answer is not postmarked within the forty-five (45) calendar day period (thirty (30) calendar day period for a grievance involving a discharge) following the date of the Step Three hearing, unless extended by mutual agreement of the parties, and the Union gives written notice for arbitration of the grievance as provided in Section A., the University will pay the full fees and expenses of the arbitrator if the grievance is sustained by the arbitrator.

- 355 7. Either the University or the Union may arrange at its own expense, unless the parties mutually agree to share the expense, for a court reporter to record and/or transcribe the hearing. The transcript, or a copy of the transcript, shall be available to the Arbitrator. In the event that the party which did not arrange for the court reporter wishes a copy of the transcript, the costs of the court reporter and transcripts shall be shared equally.

ARTICLE XLI

SPECIAL CONFERENCE

- 356 At the request of either the Union or the University, Special Conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, provided that mutually acceptable arrangements as to time and place can be made.
- 357 All Special Conferences shall be arranged through the Bargaining Chairperson, or his/her designated representative and a designated representative of the University Personnel Office.
- 358 Representatives of the Union and employees not to exceed six (6) shall not suffer loss of time or pay when absent from their assigned schedule of work for the purpose of attending a Special Conference.
- 359 Conferences may be attended by representatives of Council 25 and the International.
- 360 It is understood that Special Conferences shall not be for the purpose of continuing collective bargaining negotiations, nor, in any way, to modify, add to or detract from the provisions of this Agreement, nor to change or alter the rights of either the University or the Union under the terms of this Agreement.

ARTICLE XLII

MISCELLANEOUS

SECTION A.

- 361 It is not the University's intention to have work regularly and customarily performed by employees in the bargaining unit performed on University operated premises by sources outside the University during the term of this Agreement.
- 362 In the event a decision is made to have work regularly and customarily performed by employees in the bargaining unit performed on University operated premises by a source outside the University, no employee in the bargaining unit shall suffer a loss of base wages as a result of such a decision.

SECTION B.

- 363 It is not the University's intention to have students perform work regularly and customarily performed by employees in the bargaining unit to the extent that student employment erodes the proportion of such work being done by employees in the bargaining unit.
- 364 Work regularly and customarily performed by an employee shall not be performed by a student employee or temporary employee to the extent that it results in the employee's layoff or removal from a classification. Neither shall an employee be required to take a vacation to permit employment for a student employee or temporary employee. If any such incident occurs the employee shall be compensated for any loss in base hourly rate, plus shift or special schedule premium, if applicable.
- 365 When a student employee or temporary employee has not been scheduled for work, he/she shall not be called to do the work which otherwise would have been performed by an employee in the bargaining unit on an overtime basis by extending his/her shift. If such an incident occurs the appropriate employee shall be compensated as if the employee had worked this overtime.
- 366 A position filled by a full-time employee which becomes open will not be split into two or more part-time positions in order to provide employment for a student employee, unless the position cannot be filled with an employee on a full-time basis. It is understood that this commitment does not obligate the University to establish full-time positions from part-time positions.

367 Except for Section B. of this Article, the employment of a student employee shall not violate any provision of this Agreement.

SECTION C.

368 Work regularly and customarily performed by an employee shall not be performed by a supervisor to the extent that it results in the employee's layoff or removal from a classification. If any such incident occurs the employee shall be compensated for any loss in hourly rate, plus shift or special schedule premium, if applicable.

369 In addition and in the event that a supervisor is performing work normally and customarily performed by employees in the bargaining unit on a regular and recurring basis for more than eight (8) hours in a calendar week, the University will either reduce the hours of such work or assign the supervisor to a classification in the bargaining unit, provided, however, that this paragraph shall not apply to seasonal operations or remote locations. The application of any requirement of this paragraph will not violate any provision of Article XX or XXI.

ARTICLE XLIII

WAIVER

370 The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE XLIV
TERM OF AGREEMENT

(371) This agreement shall become effective on April 21, 1981 and shall remain in full force and effect until and including May 20, 1983, when it shall terminate. This agreement shall not be extended beyond May 20, 1983, except by written consent of the parties. If either party desires to amend or modify this agreement, written notice to that effect shall be given to the other party not less than sixty (60) nor more than ninety (90) days prior to May 20, 1983.

(372) Executed this 19th day of May, 1981.

The Regents of the University
of Michigan

American Federation of State,
County, and Municipal Employees,
AFL-CIO, Local 1583

By:

[Handwritten signatures of University representatives:]
J. R. Carter
G. E. Wilkins
Daniel O. Hamble
Cynthia A. Katza
Steve Mackinnon
Lyndon E. Tuttle
Gauger Spencer

By:

[Handwritten signatures of AFSCME representatives:]
Arthur Anderson
James J. [unclear]
Nightingale K. Newman
Tom Abbott
William L. [unclear]
Betty Foster
Isabelle Williams
Alan [unclear] COUNCIL 25
Fannie M. Gannon
Jan [unclear]

APPENDIX A
WAGE SCHEDULES

373 Effective April 21, 1981, the wage schedule shall be as shown in
Schedule A.

374 Effective May 20, 1982, the wage schedule shall be as shown in
Schedule B.

375 On each effective date, probationary employees will be increased
to Probationary Rate shown, and non-probationary employees will be
increased to the Job Rate.

376 Probationary employees will be increased to the Job Rate at the
beginning of the first pay period following completion of their
probationary period.

WAGE SCHEDULE A

<u>377 Pay Grade</u>	<u>Probationary Rate</u>	<u>Job Rate</u>
01	\$4.40	\$5.44
02	4.60	5.64
03	4.80	5.84
04	5.00	6.04
05	5.25	6.35
06	5.55	6.65
07	5.85	7.10
08	6.15	7.45
09	6.50	7.90
10	6.80	8.25
11	7.10	8.60
12	7.40	8.95

WAGE SCHEDULE B

378 <u>Pay Grade</u>	<u>Probationary Rate</u>	<u>Job Rate</u>
01	\$4.40	\$5.82
02	4.60	6.03
03	4.80	6.24
04	5.00	6.46
05	5.25	6.80
06	5.55	7.12
07	5.85	7.60
08	6.15	7.97
09	6.50	8.45
10	6.80	8.82
11	7.10	9.20
12	7.40	9.58

APPENDIX B
CLASSIFICATION TITLES
AND PAY GRADES

379	Classification Title	Pay Grade	Classification Code
	Aide Anesthetist	04	96018
	Aide Animal	04	93018
	Aide Audio-Visual	03	91018
	Aide Laboratory	04	93038
	Aide Nurse I	03	96058
	Aide Nurse II	04	96068
	Aide Nurse III-Burn Care	05	96078
	Aide Nurse III-Intensive Care	05	96082
	Aide Nurse III-Orthopedic Care	05	96080
	Aide Operating Room	04	96086
	Aide Psychiatric Care	03	96188
	Aide Teacher	03	96028
	Aide X-Ray	04	96098
	Attendant Ambulance	08	96038
	Attendant Animal	03	93028
	Attendant Entrance	03	96048
	Attendant Laboratory	02	93048
	Attendant Linen	03	95038
	Attendant Locker Room	03	91028
	Attendant Offset Press	07	95264
	Attendant Parking	03	97018
	Attendant Patient Equipment	05	96050
	Attendant Service Station	04	97038
	Baker I	03	94018
	Baker II	05	94028
	Baker III	07	94038
	Baker IV	08	94048
	Baker Production I	04	94058
	Baker Production II	07	94068
	Baker Production III	08	94078
	Binder Book I	03	95138
	Binder Book II	07	95148
	Binder Book III	09	95158

Classification Title	Pay Grade	Classification Code
Checker Laundry	03	95058
Classifier Laundry	03	95068
Cleaner Kitchen	03	94088
Cleaner Fixture & Wall	04	97098
Cleaner Venetian Blind	04	97108
Clerk Postal I	04	98018
Clerk Postal II	06	98028
Clerk Postal III	07	98038
Compositor	10	95178
Cook I	03	94098
Cook II	05	94108
Cook III	07	94118
Cook IV	08	94128
Cook Metabolic	08	94138
Custodian I	01	97118
Custodian Unit	02	97120
Custodian II	03	97128
Cutter Meat I	08	94148
Cutter Meat II	10	94158
Cutter Meat III	11	94168
Deckhand	03	93128
Dispatcher I	04	97196
Dispatcher II	06	97198
Feeder Folder Laundry	01	95078
Gardener Botanical I	05	93078
Gardener Botanical II	07	93088
Groundskeeper I	04	97208
Groundskeeper II	06	97218
Housekeeper	04	97148
Keyliner	05	95468
Keymaker	05	97156
Locksmith I	08	97158
Locksmith II	10	97160
Machinist I	08	97258
Machinist II	11	97268

Classification Title	Pay Grade	Classification Code
Machinist Industrial	12	97274
Mechanic Auto I	09	97048
Mechanic Auto II	11	97058
Mechanic Elevator Maintenance	09	97278
Mechanic Linotype	11	95338
Mechanic Heavy Equip	12	97060
Mechanic Maintenance I	07	97288
Mechanic Maintenance II	09	97298
Mechanic Meter & Gate	08	97028
Messenger	01	96108
Mounter Plant	03	93058
Mover I	06	97318
Mover II	09	97328
Operator Bus	07	97068
Operator Camera I	10	95168
Operator Camera II	11	95170
Operator Duplicator	05	95208
Operator Elevator	02	96128
Operator Finish Machine I	06	95218
Operator Finish Machine II	10	95228
Operator Hospital Paging	07	97200
Operator Laundry Machine	05	95088
Operator Letterpress	10	95248
Operator Linotype	10	95258
Operator Microfilm I	04	98048
Operator Microfilm II	09	98048
Operator Motor Vehicle	06	97078
Operator Offset Press I	08	95268
Operator Offset Press II	10	95278
Operator Offset Press III	11	95288
Operator Offset Press IV	12	95290
Operator Press	09	95478
Preparator Botanical	05	93068
Presser Laundry	02	95098
Printer Production I	04	95308
Printer Production II	06	95318
Printer Production III	08	95328
Processor Film I	03	96148
Processor Film II	05	96158
Processor Instrument/Sterilizer	04	96138

Classification Title	Pay Grade	Classification Code
Repairperson Machine	11	97270
Seaman Able Bodied	09	93108
Service Extinguisher	06	97378
Steward Ship	09	93118
Stockkeeper I	04	95428
Stockkeeper II	06	95438
Stockkeeper III	08	95448
Stripper I	09	95348
Stripper II	11	95358
Transporter Patient	02	96118
Trimmer Tree I	09	97238
Trimmer Tree II	11	97248
Typist Composition I	03	95368
Typist Composition II	05	95378
Upholsterer I	08	97338
Upholsterer II	10	97348
Upholsterer III	11	97358
Washer Window I	06	97178
Washer Window II	07	97388
Weigher Loader Laundry	05	95128
Worker Finishing	03	95398
Worker Food Service	01	94188
Worker Garment I	02	95108
Worker Garment II	04	95118
Worker Psych Care I	05	96168
Worker Psych Care II	07	96178

**CLASSIFICATION TITLES
BY PAY GRADE**

380 PAY GRADE 01

Custodian I
Feeder Folder Laundry

Messenger I
Worker Food Service

381 PAY GRADE 02

Attendant Laboratory
Operator Elevator
Presser Laundry

Transporter Patient
Unit Custodian
Worker Garment I

382 PAY GRADE 03

Aide Audio-Visual
Aide Nurse I
Aide Psychiatric Care
Aide Teacher
Attendant Animal
Attendant Entrance
Attendant Linen
Attendant Locker Room
Attendant Parking
Baker I
Binder Book I

Checker Laundry
Classifier Laundry
Cleaner Kitchen
Cook I
Custodian II
Deckhand
Mounter Plant
Processor Film I
Typist Composition I
Worker Finishing

383 PAY GRADE 04

Aide Anesthetist
Aide Animal
Aide Laboratory
Aide Nurse II
Aide Operating Room
Aide X-Ray
Attendant Service Station
Baker Production I
Cleaner Fixture & Wall
Cleaner Venetian Blind
Clerk Postal I

Dispatcher I
Groundskeeper I
Housekeeper
Operator Microfilm I
Printer Production I
Processor Instrument/Sterilizer
Stockkeeper I
Worker Garment II

384 PAY GRADE 05

Aide Nurse III-Burn Care
Aide Nurse III-Intensive Care
Aide Nurse III-Orthoped Care
Attend Patient Equipment
Baker II
Cook II
Gardener Botanical I
Keyliner

Keymaker
Operator Duplicator
Operator Laundry Machine
Preparator Botanical
Processor Film II
Typist Composition II
Weigher Loader Laundry
Worker Psych Care I

385 PAY GRADE 06

Clerk Postal II
Dispatcher II
Groundskeeper II
Mover I
Operator Finish Machine I

Operator Motor Vehicle
Printer Production II
Service Extinguisher
Stockkeeper II
Washer Window I

386 PAY GRADE 07

Attendant Offset Press
Baker III
Baker Production II
Binder Book II
Clerk Postal III
Cook III

Gardener Botanical II
Mechanic Maintenance I
Operator Bus
Operator Hospital Paging
Washer Window II
Worker Psych Care II

387 PAY GRADE 08

Attendant Ambulance
Baker IV
Baker Production III
Cook IV
Cook Metabolic
Cutter Meat I
Locksmith I
Machinist I

Mechanic Meter & Gate
Operator Offset Press I
Printer Production III
Stockkeeper III
Upholsterer I

388 PAY GRADE 09

Binder Book III
Mover II
Operator Microfilm II
Operator Press
Mechanic Auto I
Mechanic Elevator Maintenance

Mechanic Maintenance II
Seaman Able Bodied
Steward Ship
Stripper I
Trimmer Tree I

389 PAY GRADE 10

Compositor
Cutter Meat II
Locksmith II
Operator Camera I
Operator Finish Machine II

Operator Letter Press
Operator Linotype
Operator Offset Press II
Upholsterer II

390 PAY GRADE 11

Cutter Meat III
Machinist II
Mechanic Auto II
Mechanic Linotype
Operator Camera II

Operator Offset Press III
Repairperson Machine
Stripper II
Trimmer Tree II
Upholsterer III

391 PAY GRADE 12

Operator Offset Press IV
Mechanic Heavy Equip

Machinist Industrial

APPENDIX C

STEWARD DISTRICTS AND CHIEF STEWARD CLASSIFICATION GROUPING

STEWARD DISTRICTS

392 Area A - North Campus

- A1 - North Campus Commons, Chrysler Center, Bursley Hall, School of Music, Vera Baits Houses, Northwood Apartments I, II, III, IV, V; Architecture and Design, North Campus Intramural Building, IST Building, University Printing, Library Storage and Bindery, Bentley Library.
- A2 - Laundry, Property Control, Incinerator, North Campus Grounds, Highway Safety Research Institute, and all other North Campus Buildings.
- A3 - Radrick Farms, Radrick Golf Course, Botanical Gardens.

* One afternoon steward for A1 through A3.

393 Area B - Medical Campus

- B1 - Main Hospital Floors 1, 2, 3, 4.
- B2 - Main Hospital Floors 5, 6, 7, 8.
- B3 - Main Hospital Floors 9, 10, 11, 12, 13.
- B4 - Outpatient Building, North Outpatient Building, NPI, CPH, CFOB, Women's Hospital, Holden Perinatal, Mott Hospital, Simpson Institute, Towsley Center, Medical Center Parking Structure and Lot, University Terrace, Michigan Children's Institute, School of Public Health I and II.
- B5 - Buhl Research Center, Catherine Street Parking Structure, Kresge Medical Research, Kresge Medical Library, Mammalian Genetics Center, MHRI, Radiation Therapy Laboratory (special projects bldg.), Speech Clinic, Victor Vaughn, Wood Technology Building, Kresge Medical Research II, Kresge Hearing Research, Neuro-Science, Taubman Library, Medical Science I and II, Laboratory Animal Medicine Unit, Nursing School.
- B6 - Parkview Medical, Turner, Riverview, University Hospital Education Center, and all other buildings in the Medical Campus.

* One afternoon steward for (B1 through B6)

** One night steward for (B1 through B6)

394 Area C - Central Campus

- C1 - Mary Markley, Alice Lloyd, Observatory, Couzens, Mosher-Jordan, Stockwell, CCRB, Women's Athletic Building, Margaret Bell Pool, Oxford Housing, Arboretum.
- C2 - Dental Building, Health Service, Fletcher Street Parking Structure, Power Center, Plant Service Building, Heating Plant, North University Building, North Hall, Museums Annex, Museum Building, Michigan League, Frieze Building, Rackham Building, Modern Languages Building, Social Work Annex, Thayer Street Parking Structure, Burton Tower, Hill Auditorium, Lane Hall.
- C3 - Area bounded by State Street, North University, Washtenaw, Forest, and South University; East Quadrangle; Area bounded by State Street, South University, Forest, and Hill; South Quadrangle; Michigan Union; West Quadrangle; Area bounded by State Street, Liberty, Fifth Avenue, and Madison, including Fourth Street and William Street Buildings; All other Central Campus Buildings.

394a Area D - Stadium Area

- D1 - Transportation, Plant Bldg. and Annex, Old General Stores Bldg., University Press Warehouse, Administrative Services Bldg., Data Systems Center, Heavy Equipment Garage.
- D2 - All Stadium Area Athletic Bldgs., Fletcher Hall, Reveli Hall, Intramural Bldg., Coliseum, Hospital Stores Warehouse (Dock 3)
- D3 - Food Stores, General Stores, Chemical Stores

394b Area E - Dearborn Campus

- E1 - Dearborn Campus

394c Area F - Flint Campus

- F1 - Flint Campus

*One afternoon steward for (C1 through C3), (D1 through D3)

**One night steward for (C1 through C3), (E1)

- 395 Notwithstanding the provisions of Article XXXIX and in the
event that a grievance arises in any district not set forth above, Union
representation shall be as follows:
- 396 1. The aggrieved employee may have an employee, if any at
his/her work location, represent him/her at Step One.
- 397 2. Thereafter, if he/she reduces his/her grievance to writing,
he/she shall send one copy to the attention of the Bargaining
Chairperson and another copy to the University Review
Committee and at the request of the Union a hearing shall
be scheduled as provided at Step Three of the Grievance
Procedure.
- 398 3. If both the University and the Union agree it advisable,
arrangements will be made to have the aggrieved employee
present at the hearing.

CHIEF STEWARD CLASSIFICATION GROUPING

399

Chief Steward I - Maintenance

Aide Audio-Visual	Mechanic Maintenance I
Keymaker	Mechanic Maintenance II
Locksmith I	Mechanic Meter & Gate
Locksmith II	Mover I
Machinist I	Mover II
Machinist II	Repairperson Machine
Machinist Industrial	Service Extinguisher
Mechanic Auto I	Upholsterer I
Mechanic Auto II	Upholsterer II
Mechanic Elevator	Upholsterer III
Maintenance	Window Washer I
Mechanic Heavy Equip	Window Washer II

400

Chief Steward II - Dietetics

Baker I	Cook II
Baker II	Cook III
Baker III	Cook IV
Baker IV	Cook Metabolic
Baker Production I	Cutter Meat I
Baker Production II	Cutter Meat II
Baker Production III	Cutter Meat III
Cleaner Kitchen	Worker Food Service
Cook I	

401

Chief Steward III - Aides & Attendants

Aide Anesthetist	Attendant Animal
Aide Animal	Attendant Entrance
Aide Laboratory	Attendant Laboratory
Aide Nurse I	Messenger
Aide Nurse II	Operator Elevator
Aide Nurse III-Burn Care	Processor Film I
Aide Nurse III-Intensive Care	Processor Film II
Aide Nurse III-Orthopedic Care	Processor Instrument/Sterilizer
Aide Operating Room	Transporter Patient
Aide Teacher	Worker Psych Care I
Aide X-Ray	Worker Psych Care II
Attendant Ambulance	

402

Chief Steward IV - Service & Cleaning

Attendant Linen	Feeder Folder Laundry
Checker Laundry	Housekeeper
Classifier Laundry	Operator Laundry Machine
Cleaner Fixture and Wall	Presser Laundry
Cleaner Venetian Blind	Weigher Loader Laundry
Custodian I	Worker Garment I
Custodian II	Worker Garment II
Custodian Unit	

403 Chief Steward V - Grounds, Gardeners, Transportation & Stores

Attendant Locker Room	Groundskeeper I
Attendant Parking	Groundskeeper II
Attendant Patient Equipment	Mounter Plant
Attendant Service Station	Operator Bus
Clerk Postal I	Operator Hospital Paging
Clerk Postal II	Operator Motor Vehicle
Clerk Postal III	Preparator Botanical
Dispatcher I	Stockkeeper I
Dispatcher II	Stockkeeper II
Gardener Botanical I	Stockkeeper III
Gardener Botanical II	Trimmer Tree I
	Trimmer Tree II

404

Chief Steward VI - Printing

Attendant Offset Press	Operator Letterpress
Binder Book I	Operator Linotype
Binder Book II	Operator Microfilm
Binder Book III	Operator Offset Press I
Compositor	Operator Offset Press II
Keyliner	Operator Offset Press III
Mechanic Linotype	Operator Offset Press IV
Operator Address Machine I	Operator Press
Operator Address Machine II	Printer Production I
Operator Camera I	Printer Production II
Operator Camera II	Printer Production III
Operator Duplicator	Stripper I
Operator Finish Machine I	Stripper II
Operator Finish Machine II	Typist Composition I
	Typist Composition II
	Worker Finishing

APPENDIX D
POSTING AREAS

405 Regular job openings occurring in the posting area will be posted in that posting area. Each of the following geographic areas shall be a separate posting area:

- A. Ann Arbor Campus
- B. Dearborn Campus
- C. Each other separate geographic area shall be a separate posting area.

APPENDIX E
CLASSIFICATION SERIES

406	Classification Title	Pay Grade
	Attendant Animal	03
	Aide Animal	04
	Attendant Laboratory	02
	Aide Laboratory	04
	Aide Nurse I	03
	Aide Nurse II	04
	Aide Nurse III	05
	Baker I	03
	Baker II	05
	Baker III	07
	Baker IV	08
	Baker Production I	04
	Baker Production II	07
	Baker Production III	08
	Binder Book I	03
	Binder Book II	07
	Binder Book III	09
	Custodian I	01
	Custodian Unit	02
	Custodian II	03
	Cleaner Kitchen	03
	Cleaner Fixture & Wall	04
	Cleaner Venetian Blind	04
	Washer Window	06
	Worker Food Service	01
	Cook I	02
	Cook II	05
	Cook III	07
	Cook IV	08

Classification Title	Pay Grade
Cutter Meat I	08
Cutter Meat II	10
Cutter Meat III	11
Clerk Postal I	04
Clerk Postal II	06
Clerk Postal III	07
Dispatcher I	04
Dispatcher II	06
Feeder Folder Laundry	01
Worker Garment I	02
Presser Laundry	02
Checker Laundry	03
Classifier Laundry	03
Attendant Linen	03
Worker Garment II	04
Operator Laundry Machine	05
Weigher Loader Laundry	05
Gardener Botanical I	05
Gardener Botanical II	07
Groundskeeper I	04
Groundskeeper II	06
Locksmith I	08
Locksmith II	10
Machinist I	08
Machinist II	11
Mechanic Auto I	09
Mechanic Auto II	11
Mechanic Heavy Equip	12
Mechanic Maintenance I	07
Mechanic Maintenance II	09
Machine Repairperson	11
Mover I	06
Mover II	09

Classification Title	Pay Grade
Operator Finish Machine I	06
Operator Finish Machine II	10
Operator Offset Press I	08
Operator Press	08
Operator Offset Press II	10
Operator Offset Press III	11
Operator Offset Press IV	12
Operator Camera I	10
Operator Camera II	11
Printer Production I	04
Operator Duplicator	05
Printer Production II	06
Printer Production III	08
Processor Film I	03
Processor Film II	05
Stripper I	08
Stripper II	11
Typist Composition I	03
Typist Composition II	05
Stockkeeper I	04
Stockkeeper II	06
Stockkeeper III	08
Trimmer Tree I	08
Trimmer Tree II	09
Upholsterer I	08
Upholsterer II	10
Upholsterer III	11
Worker Psychiatric Care I	05
Worker Psychiatric Care II	07

MEMORANDUM OF UNDERSTANDING

MISCELLANEOUS

407 This confirms our agreement that:

- 408 1. Notwithstanding the provisions of Article X, Overtime, and
at the option of the majority of employees in each group,
the University may provide compensatory time off rather
than pay for employees assigned to Great Lakes Research
and Student Publications.
- 409 2. Where currently in effect for an employee, a uniform and/or
maintenance, if any, will continue to be provided.
- 410 3. Where an employee is required to take meals provided during
his/her assigned schedule of work, he/she will not be charged
for meals when he/she is absent from work.
- 411 4. The overtime record for each unit of distribution will begin
at zero for all employees, effective with the beginning of
the first pay period following the execution date of this
agreement and shall continue through the expiration date of
this agreement.
- 412 5. No employee will be required to furnish his/her own tools or
equipment.
- 413 6. If there is a pay shortage in an employee's check, the
correct payment will be made by the University not later
than the end of the first working day of the University's
payroll department following the day the employee's
immediate supervisor is notified of the shortage.
- 414 7. While rules, regulations, and requirements may vary within
the University, no such rule, regulation or requirement shall
be contrary to terms of this agreement nor shall any such
rule, regulation or requirement be administered in an
arbitrary or capricious manner.

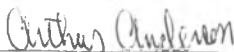
- 415 In the event that the application of a rule, regulation or requirement results in disciplinary action, the reasonableness of such rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures as it relates to just cause.
- 416 In addition, the arbitrary or capricious administration of a rule, regulation or requirement, including the use of non-relevant personal factors, as distinguished from employment related factors, shall be subject to review in the grievance and arbitration procedures.

For the Regents of The
University of Michigan

By: 

Date: May 19, 1981

For Local 1583, AFSCME

By: 

MEMORANDUM OF UNDERSTANDING
GRIEVANCE PROCEDURE

417 During the term of this agreement, the parties at the initiative
of either party will endeavor to develop a mutually agreeable
experimental procedure to be tried on a limited basis which will:

- 418 1. Facilitate better communications between those responsible
for representing each party in the administration of the
grievance procedure.
- 419 2. Reduce the number of written grievances.
- 420 3. Minimize the number of appeals.
- 421 4. Result in a more efficient and timely handling of all
grievances at all steps of the procedure.

422 Any department or departments selected for the application of
any such procedure that may be developed will be selected on a basis
which will provide a clear opportunity to make comparisons and
evaluate results. Either the Union or the University may cancel any
such procedure on seven (7) calendar days notice. In such a case any
grievances in process will be completed through that procedure.

For the Regents of The
University of Michigan

For Local 1583, AFSCME

By: 

By: 

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING
WORK SCHEDULE OPTION AND OVERTIME

423 This confirms our agreement that: Upon arrangements satisfactory to the Chairperson of the Bargaining Committee and the University and notwithstanding the provision of Schedule A. of Article VIII and Section A. of Article X, a regular schedule of work can consist of a work day of more than eight (8) hours each and be for other than five (5) consecutive work days.

424 In such a case, the employee or employees involved shall not be eligible for the daily overtime premium provided in Section A. of Article X until such time as the hour calculation exceeds the employee's regular daily schedule of work.

For the Regents of The
University of Michigan

For Local 1583, AFSCME

By: 

By: 

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING

APPLICATION OF ARTICLE XIX

425 This confirms our agreement that the application of the provisions of Article XIX shall not be on a bargaining unit wide basis but that the application shall be separate for each of the following areas:

1. Ann Arbor Campus
2. Dearborn Campus
3. Flint Campus
4. Each other separate geographic area

For the Regents of The
University of Michigan

For Local 1583, AFSCME

By: 

By: 

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING
CHAIRPERSON OF THE BARGAINING COMMITTEE - PAY

426 If the Chairperson of the Bargaining Committee elects to take a full-time excused absence from work rather than a leave of absence, the Chairperson nevertheless will be paid for 80 hours in a bi-weekly pay period for 26 bi-weekly pay periods per annum. It is understood that such time paid is for time spent in investigating grievances at Step Three, Step Three hearings, disciplinary hearings, conferences and the preparation for hearings, conferences, and arbitration. It is further understood that the hours of pay referred to above shall be neither increased nor decreased during the term of this agreement, even though hours spent in the foregoing areas are more or less than the hours for which paid.

427 It is further understood that, in the event of such full-time excused absence, the University shall pay fringe benefit premiums to the same extent as a full-time employee.

428 The Chairperson of the Bargaining Committee shall be paid at the job rate of pay grade twelve (12).

429 In the event, however, the Chairperson ceases to perform the functions set forth in this Memorandum or designates a representative when otherwise available (sickness, vacation, other short term absences and overlapping commitments covered by this Memorandum excepted), after notice to the Union and a reasonable opportunity to remedy the situation, the pay shall cease until the situation is remedied.

For the Regents of The
University of Michigan

For Local 1583, AFSCME

By: 912 Forth

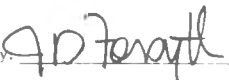
By: Arthur Anderson

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING
TRANSFERS BETWEEN POSTING AREAS

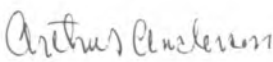
430 This confirms our agreement that an employee in one of the posting areas as set forth in Appendix D. may make known to the University in writing that he/she wishes to be considered for a "regular job opening" in another posting area if such an opening is posted. Such a notification shall include the classification and the starting time or times and department or departments if these are essential factors. In such a case, this employee will be considered along with bidders by the same standard set forth in Section D. of Article XX, provided his/her written notification is received prior to the end of the posting period for that "regular job opening".

For the Regents of The
University of Michigan

By: 

Date: May 19, 1981

For Local 1583, AFSCME

By: 

MEMORANDUM OF UNDERSTANDING
SPECIAL INDIVIDUAL RATES AS A RESULT
OF CHANGES IN CLASSIFICATIONS AND
PAY GRADE ASSIGNMENTS UNDER PRIOR AGREEMENTS

431 This confirms our agreement that:

Employees assigned to a classification in Appendix B, of this Agreement which has a lower pay grade than that of the classification to which they were last assigned under the agreement executed on March 7, 1974 will remain in the higher pay grade despite the fact that these classifications are now assigned to a lower pay grade or they are assigned to a new or different classification which has a lower pay grade. Such employees will remain in the higher pay grade as long as they remain in the classification to which they were assigned on the execution date (March 24, 1977) of the prior agreement or until they are offered assignment to a classification for which they have the necessary qualifications as defined in Article XX, and which is within their classification series, or for Custodian II's to the Maintenance Mechanic classification series and the Offset Press Attendant to the Finishing Machine Operator classification series, and which classification has the same or higher pay grade than the pay grade in which they have remained. Such an offer of assignment must be in the employee's same geographic area (Ann Arbor, Flint, or Dearborn).

432 The offering of an assignment to a classification which has the same or higher pay grade shall not violate a provision of Article XX.

433 The employees who remain affected by the application of the March 24, 1977 Memorandum and this Memorandum shall be set forth in a separate memorandum.

434 In addition, the two remaining employees, now classified as Checker and Dispatcher I, covered by the Memorandum of March 7, 1974 shall continue to be covered by the provision of that Memorandum.

For the Regents of The
University of Michigan

For Local 1583, AFSCME

By: 

By: 

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING
EXPERIMENTAL TRAINING PROGRAM

- 435 The University and the Union agree that it is in the best interests of the parties and the employees represented by the Union to undertake an experimental on-the-job training program as a means of providing employees with the requisite skills in order to qualify them for promotions which become available. In this connection the parties agree that the training classification established will be consistent with the needs of the University and/or the desirability of making classifications available to minorities and women where they either are not now found or are limited in number to such an extent as to reflect a lack of previous opportunity to gain requisite skills.
- 436 Whenever a training classification is established, the position will be posted throughout a posting area as set forth in Appendix D. for ten (10) calendar days. The posting will set forth the purpose of the training program, the classification for which employees are to be trained, the rate of pay during the training program, and the department in which the training is to take place. The Union will be sent a copy of the posting. Following the posting, selection will be based on the seniority of the employees who have the basic qualifications to perform the work of the classification for which they are to be trained. For the purposes of this training program, basic qualifications means that the records of the University or other knowledge made known to the University indicates the reasonable certainty that the employee will be able to perform competently the full range of duties of the classification upon completion of the training provided by this program. Notwithstanding the above seniority requirement among all the bidders, minority and women employees based on their respective seniority, may be selected when the classification for which training is to be provided does not include, and has not included, minority or women employees. The Union will be sent a listing of the bidders and their seniority dates and the name of the employee selected.
- 437 In the event that some or all of the training is provided outside the employee's regular schedule of work, his/her schedule of work may be adjusted so that the training takes place during hours paid at the regular hourly rate. In any event, time spent in training, including classroom time, shall be paid time.

- 438 An employee in the training program shall be paid initially \$1.00 per hour less than the job rate of the classification for which he/she is to be trained, or his/her current hourly rate of pay, whichever is the higher. Three months thereafter the employee shall receive an additional 10¢ per hour and 15¢ per hour at the next two (2) three (3) month intervals and 20¢ per hour at the next two (2) three (3) month intervals, until his/her hourly rate reaches 20¢ per hour less than the job rate for the classification for which he/she is being trained. He/she shall remain at that rate until completion of the training program, when he/she shall receive the job rate.
- 439 Upon successful completion of training, the employee will be assigned to the classification for which he/she has been trained, Article XX notwithstanding.
- 440 If it is decided that the employee's progress in developing the requisite skills is unsatisfactory, he/she shall be assigned, consistent with his/her seniority, to the classification to which he/she was assigned immediately preceding assignment to the training classification, or to one of comparable status and hourly rate of pay.
- 441 The supervisor responsible for the training will prepare reports every three (3) months, and oftener if needed, on the employee's progress. A copy of this report will be sent to the University Personnel Office and the Chairperson of the Bargaining Committee.
- 442 The University and the Union will meet quarterly in special conference to evaluate this program and explore possibilities of further development unless mutually agreed that no conference is necessary. In this connection, a discussion of the University's projection of needs, together with an analysis of promotions and new hires, will take place semi-annually. In every case, a conference will be held prior to establishing a training classification under this program. The Union will be provided a current listing of employees assigned to training classifications, notification of successful completion, and subsequent assignment and notification of any removal from the training program.
- 443 In addition and apart from this program, the University and the Union agree that another method of qualifying employees for promotion is to permit periodic, but controlled, performance of duties of classifications assigned to higher pay grades. In such a case, and provided the name of the employee who is periodically so assigned is made known to the Union in advance of the performance, the provision of Article XV shall not be applicable nor shall a misclassification result.

444

In the event that the University establishes a training program for classifications not covered by the collective bargaining agreement and an employee in this collective bargaining unit is selected for training, he/she shall be assigned, consistent with his/her seniority, to the classification in the bargaining unit to which he/she was assigned immediately preceding assignment to the training program, or one of comparable status and hourly rate of pay, if the University decides that the employee's progress in developing requisite skills is unsatisfactory.

For the Regents of The
Univeristy of Michigan

For Local 1583, AFSCME

By: *JD Terayth*

By: *Arthur Anderson*

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING
UNION ORIENTATION

445 New employees will be afforded the opportunity to attend a Union orientation. This orientation shall be at the option of the employee, and in a location provided by the University. The Bargaining Chairperson shall conduct the orientation which shall not exceed one hour. The orientation shall not occur during or interfere with the regular schedule of work of the employees and shall be unpaid. A representative from the University may be present.

For the Regents of The
University of Michigan

For Local 1583, AFSCME

By: 

By: 

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING
SICK AND VACATION ACCRUAL

446 Unless otherwise provided an employee may request from their supervisor or other designated University representative, their vacation and sicktime balance. In addition, the University agrees not to post employee vacation and sicktime balances.

For the Regents of The
University of Michigan

For Local 1583, AFSCME

By: [Signature]

By: Arthur Anderson

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING
PRE-ARBITRATION GRIEVANCE INVESTIGATIONS

447

During the term of this Agreement, both parties agree to an experimental procedure for the investigation of grievances prior to submission to arbitration, the intent of which is to reduce the number of grievances submitted to arbitration.

The Chief Stewards, not to exceed six (6) will be granted time off from their assigned schedule of work without loss of time or pay for a maximum of four (4) hours per week, for the sole purpose of investigating grievances subsequent to receipt of a written answer at Step Three of the Grievance Procedure and prior to submission of such grievances to arbitration.

Either the Union or the University may cancel this procedure on seven (7) days notice to the other party.

For the Regents of
The University of Michigan

For Local 1583, AFSCME

By: 

By: 

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING

PRESCRIPTION DRUG RIDER

448

The University agrees to provide and maintain during the term of this Agreement, a two dollar (\$2.00) Co-Pay Prescription Drug Rider to begin on or before September 1, 1981, that is no less than the Michigan Blue Cross/Blue Shield plan.

For the Regents of
The University of Michigan

By: 

For Local 1583, AFSCME

By: 

Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING - Paragraph 139

449 Notwithstanding the provisions of Article XX, Paragraph 139, for the purpose of position or shift transfer among employees, the following will be considered as centralized departments:

1. Hospital Materiel Management
2. Hospital Dietetics
3. Ann Arbor Plant Building Service
4. Ann Arbor Housing Food Service
5. Ann Arbor Housing Housekeeping

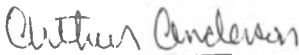
For the Regents of
The University of Michigan

For Local 1583, AFSCME

By:



By:



Date: May 19, 1981

MEMORANDUM OF UNDERSTANDING

SAFETY SHOES

450

The University shall reimburse employee(s) for the actual costs of safety shoes provided by the employee(s), not to exceed \$40.00 per employee for the first year of this Agreement, and \$45.00 per employee for the second year, only when required to be worn by the University and upon receipt of satisfactory evidence of purchase. Such safety shoes provided by the employee(s) must meet University specifications as to style and material and/or applicable safety standards established by federal or state laws or regulations.

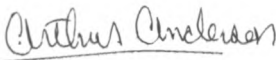
For the Regents of
The University of Michigan

For Local 1583, AFSCME

By:



By:



Date: May 19, 1981

1981

1982

1983

1981		1982		1983	
JANUARY	JULY	JANUARY	JULY	JANUARY	JULY
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